

Wayo

SOURCE	Hospita
EFF.	85 09 29
TRIAL	87 09 28
No. OF EMPLOYEES	203
NOMBRE D'EMPLOYÉS	14

FULL TIME

COLLECTIVE AGREEMENT

between

STRATFORD GENERAL HOSPITAL

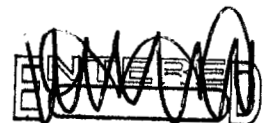
(hereinafter called the "hospital")

and

CUPE LOCAL 424

SERVICE AGREEMENT

Expires: 1987 09 28



552702

ADAMS - 10/1/85

ARTICLE 1

1.01 - Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

1.02 - Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 DEFINITIONS

2.01 - Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

ARTICLE 3 RELATIONSHIP

3.01 - No Discrimination

The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed,

colour, age, sex, marital status, nationality, ancestry or place of origin.

The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 4 STRIKES AND LOCKOUTS

4.01 - Strikes and Lockouts

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 UNION SECURITY

5.01 - T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

The Hospital will provide the union with a list, monthly of a71 hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

5.03 - Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

ARTICLE 6
UNION REPRESENTATION AND COMMITTEES

6.01 - Union Activity on Premises and/or Access to Premises

It is agreed that there shall be no solicitation of members, collection of dues or other Union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing. It is understood that no meeting of the Union or its members shall be held on the premises of the Employer without the prior written approval of the Employer.

The Union agrees that no pamphlets, handbills, or other publications will be distributed by its officers or members on the premises of the Hospital without prior approval of the management.

6.02 - Labour Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

The C.U.P.E. members shall represent all C.U.P.E. Local Bargaining Units on the joint Labour-Management Committee.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

6.03 - Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. This committee will consist of not more than four employees. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their

regularly scheduled working hours spent **in** direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break **if** the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 - Central Bargaining Committee

In future central bargaining between the Canadian Union of Public Employees and the **participating** hospitals, an **employee serving** on the Union's Central Negotiating **Committee** shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the negotiating committee members shall receive unpaid time off for **the** purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating **Committee** members entitled to payment under this **provision** shall be seven, and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven Hospitals accordingly.

6.05 - Pay for Grievance Committee or Stewards

It is understood that stewards have their regular work to perform on behalf of the Employer and **if it** is absolutely necessary to service a grievance during working hours, they will not leave their work without obtaining the permission of the Department Head. When resuming their regular work, the stewards will report to their Department Head and, **if** requested, will give a reasonable explanation as to their absence. In order that loss of time will be kept to a minimum, **it** is understood that as little time as possible will be used by the stewards in servicing grievances during working hours.

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes **of** this Agreement, a grievance is defined as a difference arising between the parties relating to the **interpretation, application, administration or alleged violation of** the agreement including any question as to whether a matter is **arbitrable**.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of **his/her** steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 **It** is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and **it** is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such **complaint** shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to **it** have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, **it** shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievance and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee, or
 - (b) reinstating the employee with or without full compensation for the time lost; or

(c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee; "the Hospital shall notify the Union of such suspension or discharge in writing." The Hospital agrees that it will not suspend, discharge or otherwise discipline and employee who has completed his probationary period, without just cause.

7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8
ACCESS TO FILES

8.01 Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

ARTICLE 9
SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority *

- * Full time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.
- * Seniority will operate on a bargaining unit wide basis.
- * Notwithstanding the above, employees hired prior to 1986 10 10 will be credited with the seniority they held under the Agreement expiring 1985 09 28 and will thereafter accumulate seniority in accordance with this Article.

9.03 - Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for eighteen months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of eighteen (18) months from the time the disability or illness commenced.

9.04 - Effect of Absence *

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of

the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

- * In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of **W.C.B.** benefits.

It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or lay-off shall be suspended and not accrue during the period of absence.

- * Notwithstanding this provision, seniority shall accrue during maternity leave or for a period of eighteen months if an employee's absence is due to disability resulting in **W.C.B.** benefits or **L.T.D.** benefits.

9.05 - Job Posting *

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

- * In matters of promotion and staff transfer appointment shall be made **of** the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

- * Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other **CUPE** bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for **consideration** shall be **limited** to those employees who have applied **for** the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine **if** the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

In addition, the vacancy created through filling the first vacancy will also be posted in accordance with the original vacancy procedure. (During the period of posting the hospital reserves the right to temporarily fill any vacancy at its discretion.) Notices

shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and salary rate or range. The successful applicant on a Job Posting shall not be eligible to bid on another Job Posting within a six month period from the expiry date of the Job Posting for which he was successful.

No application for transfer from a regular employee will be accepted unless the employee has been in the position he is holding for at least three months after completion of his probationary period or unless his Department Head gives approval for the application to be filed.

The Employer reserves the right to hire outside help, provided the applicants under 9.05 are not qualified to perform the requirements of the job concerned.

An application for reassignment system will be maintained; under this system any registered nursing assistant will be able to fill out an appropriate form indicating her interest in working in another nursing unit in the hospital and her application shall be considered when a vacancy occurs as if she had made it at the time of posting. Such application for reassignment shall be filed with the Director of Nursing. An application for reassignment shall be valid for a period of four (4) months from the date it is filed, but may be renewed for successive four (4) month periods by written endorsement of the applicant.

9.06 - Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to 1985 05 03:

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding 6 months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Note : Employees outside the bargaining unit as of 1985 05 03 will be credited with whatever seniority they held under the collective agreement expiring 1984 09 28 should they be returned to the bargaining unit subsequent to 1985 05 03.

9.07 - Transfer of Seniority and Service

Effective 1985 05 03 and for employees who transfer subsequent to 1985 05 03:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (a) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (b) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one year for each 1725 hours worked.

The above noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied without loss of seniority.

9.08 - Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will

- (a) provide the Union with no less than 30 calendar days notice of such layoff, and
- (b) meet with the Union through the Labour-Management Committee to review the following:
 - i) the reason causing the layoff
 - ii) the service the Hospital will undertake after the layoff
 - iii) the method of implementation including the areas of cutback and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour-Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

9.09 - Layoff and Recall

In the event of lay-off, the Hospital shall lay-off employees in the reverse order of **their** seniority **within their classification**, providing that there remain on the job employees who then have the ability to perform the work.

An employee who is subject to lay-off shall have the right to either:

(a) accept the lay-off; or

(b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

(Note: For purposes of the operation of clause (b), an identical paying classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.)

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the

position he held prior to the lay-off should **it** become vacant within six (6) months **of** being recalled.

No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do **so**, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

* No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

9.10 - Benefits on Layoff

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do **so** at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

9.11 - Technological Change *

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, **if** any, upon employees concerned.

- * Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 10 CONTRACTING OUT

10.01 - Contracting Out *

- * The hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 11 WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit *

Employees not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

- * The use of volunteers shall not be expanded beyond the extent of existing practice as of 1986 06 01.

ARTICLE 12 LEAVES OF ABSENCE

12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Department Head or his

designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 - Union Business

The Employer shall grant leave of absence with pay and without affecting the length of continuous service upon request to the Employer by the employees elected or appointed to represent the Union at Union Conventions. Such time shall not exceed a combined total of twenty-four days in any one calendar year.

The Employer will grant leave of absence for the purpose of attending the executive and committee meetings of C.U.P.E., its affiliated or chartered bodies. The Employer agrees to continue wages and benefits at the rate for regular working days for the employees granted such leave of absence. The Employer shall notify the Secretary-Treasurer of the Union of the amount to be paid and the Union shall reimburse the Employer for that amount.

It is understood that this unpaid leave method of payment is for the convenience of the Union and does not represent payment of hours worked at, for or on behalf of the Employer.

12.03 - Full-Time Position with the Union

An employee who is elected or selected for a full time position with the Union may be granted a leave of absence without pay and without loss of seniority for a period of up to one year.

12.04 - Bereavement

In the event of the death of an employee's wife, husband, mother, father, brother, sister, son or daughter, legal guardian, mother-in-law, father-in-law, grandchildren and grandparents, pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which he would otherwise have worked, up to the maximum of 3 consecutive days. In addition, payment for such day or days off will be confined to the period from the date of death up to and including the date of funeral. If an employee is unable to attend the funeral for any reasons he shall be entitled to one day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.

12.05 - Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which

the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

12.06 - Maternity Leave *

01. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974 except where amended in this provision.
02. The **service requirement** for **eligibility** for maternity leave shall be 10 months of continuous service.
03. The employee shall give written notification one month **prior to** the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's **certificate** as to pregnancy and expected date of delivery.

*

04. An employee on maternity leave as provided **under this** agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment **benefit**. That benefit will be

equivalent to the difference between **seventy-five** per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. -

05. The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

06. It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences. However, credit for seniority shall not be suspended but shall accumulate during such leave.

07. The employee shall reconfirm her intention to return to work on the **date** originally provided to the Hospital in 03 or 04 above by written notification received by the Hospital at least two weeks in advance thereof.

* Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

08. When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful

applicant who has completed his probationary period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

12.07 - Adoption Leave *

- (a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the
- * request may be made verbally and subsequently verified in writing.
- (b) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences. However, credit for seniority shall not be suspended but shall accumulate during such leave.
- *(c) Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees' from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

12.08 - Education Leave *

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

- * Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

ARTICLE 13
SICK LEAVE AND INJURY PAY

13.01(a) - Sick Leave *

Sick leave means the period of time an employee is permitted to be absent from work without loss of regular pay by virtue of being sick or disabled or required by Employer or Medical Officer of Health to remain away from work because of exposure to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

13.01(b) Sick leave will be granted on the following basis:

- (i) During the first year of employment, one day sick leave for each completed month of service;
- (ii) Twelve days' sick leave per year of service to each employee having twelve months or more continuous service;
- (iii) Any unused portion of sick leave in any year of service will be cumulative up to a maximum of one hundred and forty working days;
- (iv) Absence for sickness or accident compensable by the Worker's Compensation Board will not be charged against sick leave credits.
- (v) Effective 1979 11 01 sick leave credits will accumulate at the rate of one and one half days for each completed month of service or 18 days per year, whichever is applicable.

13.01(c)

A deduction shall be made from accumulated sick leave for all working days absent for sick leave as defined in **13.01**. Except for dismissal for cause, an employee who has completed two years of continuous service, shall on termination of employment, receive one-half (maximum sixty days) of his unused sick leave credits at the employee's current rate of pay. This will apply to all employees except for an employee who retires under the terms of the Hospitals of Ontario Pension Plan. An employee who retires under the terms of the Hospitals of Ontario Pension Plan shall receive **50%** of the accumulation of unused sick leave credits (at the employee's current rate of pay) with no limit. In the event of the death of an employee prior to termination of employment, his personal representative is entitled to receive payment of the gratuity as calculated to the date of death. **Except** for dismissal for cause, a new employee hired after **1979 10 02** who has completed 5 or more years of service, shall on **terminat** on of employment, receive one half (maximum sixty days) of his unused sick leave credits at the employee's current rate of pay.

H.O.O.D.I.P. *

- * Effective **1987 02 09** the Hospitals of **Ontaric** Disability Income Plan becomes effective and:
- a) The Hospital **will** assume total **responsibility** for providing and funding a short-term sick leave plan equivalent to that described in the **1984** Hospitals of Ontario Disability Income Plan Brochure.
- The Hospital will pay **75%** of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (**HOODIP** or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability program, employees **on** the payroll as of the effective date of the transfer with three months or more of service shall be deemed to have three months of service.
- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with **hereinafter**.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out.
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Worker's Compensation benefits.
 - e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan.

13.02 - Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

ARTICLE 14
HOURS OF WORK

14.01 - Daily and Weekly Hours of Work

The standard work day for all employees shall be 7 1/2 hours exclusive of 1/2 hour unpaid meal break, and the standard work week shall be 37 1/2 hours. The meal period shall be an uninterrupted period except in cases of emergency. This means that employees must report to their respective supervisors in uniform and remain in uniform for the full working shift.

14.02 - Rest Periods

The Hospital will schedule one fifteen minute rest period for each full half scheduled shift.

14.03 - Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

ARTICLE 15
PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule A of the Collective Agreement.

15.02 - Definition of Overtime

Work in excess of an employee's normal work hours in any day or in any week performed on the authorization of the Department Head, shall be overtime.

15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half the employee's straight time hourly rate.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 - Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital; such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.05 - Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

15.06 - Call-Back

An employee who is called back to work outside his normal working hours after leaving the hospital premises will be paid one and one half times his regular straight time rate of pay for all hours worked on Call Back with a minimum payment equivalent to three hours pay at one and one half times the regular straight time rate of pay.

15.07 - Standby *

* An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

* Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate in the **higher** salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

15.09 - Shift Premium *

* Effective 1985 09 29 a shift premium of .35¢ per hour will be paid for all hours worked where the majority of hours scheduled fall between 15:00 and 07:00.

* Effective 1986 10 10 a shift premium of .45¢ per hour will be paid for all hours worked where the majority of hours scheduled fall between 15:00 and 07:00.

15.10 - Transfer to Lower Paying Classification

If a transfer of an employee to a classification carrying a lower salary rate is made at the request of such employee, such employee shall be paid at a rate in the salary range of his new position, consistent with his seniority, ability and qualifications.

ARTICLE 16 HOLIDAYS

16.01 - Number of Holidays

There shall be eleven (11) holidays and these holidays are set out in the local Appendix.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

16.02 - Definition of Holiday Pay *

* Holiday pay, for an employee working the standard hours per day, as set out in provision 14.01, is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

In order to qualify for holiday pay for any holiday, as set out in the Local Appendix (L-6.01), an employee must complete his/her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Appendix (L-6.01), and is absent shall not be entitled to holiday pay to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness to receive sick pay in addition to holiday pay in respect of the same day.

16.03 - Payment for Working on a Holiday

An employee who is required to work on a designated holiday as set out in clause L-6.01 shall be paid one and one-half times his regular straight time rate of pay, exclusive of shift premiums, for all time so worked. In addition, he shall be granted a lieu day off at his regular straight time rate of pay within thirty days of the day on which the holiday is observed at a time mutually agreed upon by both the employee and the employee's supervisor.

16.04 - Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

ARTICLE 17
VACATIONS

17.01 - Full time Vacation Entitlement *

Effective 1986 10 10;

An employee who has completed less than one (1) year of continuous service as of 09 30 of the current year shall be entitled to two weeks annual vacation; payment for such vacation shall be prorated in-accordance with his/her service.

An employee who **has** completed one (1) year but less than 3 years of continuous service prior to the said date, shall be entitled to 2 weeks' annual vacation, with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service prior to the said date, shall be entitled to 3 weeks' annual vacation, with pay.

An employee who has completed eight (8) years but less than seventeen (17) years of continuous service prior to the said date, shall be entitled to 4 weeks' annual vacation with pay.

An employee who has completed seventeen (17) years or more of continuous service prior to the said date, shall be entitled to five (5) weeks' annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive (1) vacation lieu day off for each day on which he has so worked.

17.03 - Illness During Vacation *

*

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the **employee's** vacation which—is deemed to be sick leave under the above provisions will not **be** counted against the **employee's** vacation credits.

ARTICLE 18
HEALTH AND WELFARE

18.01 - Insured Benefits *

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.
- * (b) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Ser i-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aide allowance (lifetime maximum \$300 per individual).
- * (d) The Hospital agrees to contribute 90% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

- (e) The Hospital agrees to contribute **50%** of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

18.02 - Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programmes contracted for and in effect for employees covered herein.

18.03 - Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

ARTICLE 19 HEALTH AND SAFETY

19.01 - Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with 19.01(b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

19.02 - Protective Footwear

Effective-1985 01 01 and on that date for each subsequent calendar year, the Hospital will provide \$25 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds
- 3) Ambulance
- 4) Stores (only where frequently working in storage areas).
- 5) Portering (as determined by the Hospital) heavy carts on a regular basis, e.g., linen carts, food wagons.

ARTICLE 20 COMPENSATION

20.01 - Job Classification *

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate as given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification.

- * When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

- * Notwithstanding the foregoing if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.02 - Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted.)

20.03 - Wages and Classification Premiums

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement. All wages will be expressed as an hourly rate.



ARTICLE 21
DURATION

21.01 - Term *

* his Agreement shall continue in effect until 1987 09 28 and shall
continue automatically thereafter during annual periods of one year
each, unless either party notifies the other in writing not earlier
than three calendar months prior to the normal termination date of
the Collective Agreement that it desires to amend or terminate this
agreement.

Notwithstanding the foregoing provisions, in the event the parties
to this Agreement agree to negotiate for its renewal through the
process of central bargaining, either party to this Agreement may
give notice to the other party of its desire to bargain for
amendments on local matters proposed for incorporation in the
renewal of this Agreement and negotiations on local matters shall
take place during the period from 120 to 60 days prior to the
termination date of this Agreement. Negotiations on central matters
shall take place during the period commencing forty-five days prior
to the termination date of this Agreement.

It is understood and agreed that "local matters" means those matters
which have been determined by mutual agreement between the central
negotiating committees respectively representing each of the parties
to this Agreement as being subjects for local bargaining directly
between the parties to this Agreement. It is also agreed that local
bargaining shall be subject to such procedures that may be
determined by mutual agreements between the central negotiating
committees referred to above. For such purposes, it is further
understood that the central negotiating committees will meet during
the sixth month prior to the month of termination of this Agreement
to convey the intentions of their principals as to possible
participation in central negotiations, if any, and the conditions
for such central bargaining.

Dated at Stratford, Ontario, this _____ day of _____ 1987.

FOR C.U.P.E. LOCAL 424

FOR STRATFORD GENERAL HOSPITAL

SCHEDULE A

CLASSIFICATION

	Effective date	Start	6 months	18 months
Class 16				
Maintenance Engineer	1985 09 29	12.93	13.07	13.41
	1986 09 29	13.51	13.66	14.01
Class 15				
Shift Engineer	1985 09 29	12.84	12.96	13.17
	1986 09 29	13.42	13.54	13.76
Class 14				
Maintenance Person	1985 09 29	12.45	12.58	12.87
	1986 09 29	13.01	13.15	13.45
Class 13				
Painter	1985 09 29	12.16	12.29	12.45
	1986 09 29	12.71	12.84	13.01
Class 12				
Ambulance Officer/ Medical Attendant	1985 09 29	12.06	12.21	12.40
	1986 09 29	12.60	12.76	12.96
<i>Head Storekeeper</i>	1987 05 07	12.52	12.66	12.86
Class 11				
Registered Orthopedic Technologist	1985 09 29	11.61	11.68	11.85
	1986 09 29	12.13	12.21	12.38
Class 10				
Laboratory Attendant	1985 09 29	11.05	11.14	11.35
	1986 09 29	11.55	11.64	11.86
Class 9				
Medical Attendant	1985 09 29	10.71	10.77	10.95
Registered Nursing Assistant	1986 09 29	11.19	11.25	11.44
<i>Head Storekeeper</i> Store	1985 09 29	10.52	10.64	10.84
	1986 09 29	10.99	11.12	11.33

SCHEDULE A

CLASSIFICATION

	Effective date	Start	6 months	18 months
Class 7				
Washer Extractor/ Operator	1985 09 29	10.45	10.56	10.76
	1986 09 29	10.92	11.04	11.24
Class 6				
Second Cook	1985 09 29	10.10	10.27	10.63
	1986 09 29	10.55	10.73	11.11
Class 5				
Baker, Porter	1985 09 29	9.99	10.07	10.20
	1986 09 29	10.44	10.52	10.66
Class 4				
Cook, Asst. Baker, Lab. Assistant Pharmacist's Helper	1985 09 29	9.70	9.84	10.01
	1986 09 29	10.14	10.28	10.46
Class 3				
Non-Reg. Nursing Assistant	1985 09 29	9.69	9.78	9.88
	1986 09 29	10.13	10.22	10.32
Class 2				
Special Diet Assistant C.S.R. Aide	1985 09 29	9.50	9.64	9.84
	1986 09 29	9.93	10.07	10.28
Class 1				
Seamstress, X-Ray Aide Lab. Aide, Laundry Helper Pharmacy Helper Ward Aide, Dietary Aide	1985 09 29	9.48	9.61	9.78
	1986 09 29	9.91	10.04	10.22
<u>Students</u>				
Category B	1985 09 29	7.70		
	1986 09 29	8.05		
Category A	1985 09 29	7.98		
	1986 09 29	8.34		

LOCAL ISSUES
STRATFORD GENERAL HOSPITAL
(Hereinafter called the "Hospital")
AND
C.U.P.E. LOCAL 424
SERVICE AGREEMENT

ARTICLE L-1 RECOGNITION AND COVERAGE

L-1.01 The Hospital recognizes the Union as the sole and exclusive bargaining agency with respect to all matters properly arising under this Agreement for all employees of the Hospital save and except foremen, foreladies and persons of equal or higher rank, office staff, nurses, student nurses in training, medical staff, X-Ray Technologists, Laboratory Technologists, persons regularly employed for not more than 24 hours per week and students temporarily employed after school hours or during vacation periods.

ARTICLE L-2 MANAGEMENT RIGHTS

L-2.01 The Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of the employee, which rules and regulations are primarily designed to safeguard the interests of the Hospital;
- (b) hire, discharge, classify, direct, transfer, lay off, promote, demote, suspend or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
- (c) generally to operate the Stratford General Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

The Hospital agrees that these functions will be exercised in a manner consistent with the other provisions of this Agreement.

ARTICLE L-3 UNION SECURITY

L-3.01 All present employees of the Hospital who are members of the Union must maintain their membership as a condition of employment. All new employees must join the Union within 30 days of their employment and maintain membership as a condition of employment. All employees shall, as a condition of employment, be required to authorize the Hospital on a form provided for this purpose to deduct an initiation fee and from their pay each month a sum equivalent to the amount of Union Dues that is uniformly levied upon all Union members in accordance with the constitution and by-laws of the Union. The first deduction of such dues shall be made from the first pay received in the month following the date of hire of the employee.

The Hospital shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the first pay of each month of every employee.

All Union dues or fees collected as above shall be remitted to the Treasurer of the Union not later than the tenth day of the month following that in which such dues were deducted, accompanied by a list of all employees from whose wages the deductions have been made.

Notwithstanding the provisions of the first paragraph of this Article, the Hospital shall not be required to discharge or suspend any employee for failure to comply for reasons other than the non-payment of initiation fee or regular monthly Union dues.

ARTICLE L-4 RETIREMENT AGE - PHYSICALLY HANDICAPPED

L-4.01 Normal retirement age shall be 65 years for employees. Upon notifying the Union, the Hospital may, however, continue to employ on a month to month basis, any employee who has attained retiring age.

Any employee covered by this Agreement who has given good and faithful service to the Hospital and who, through advancing years, or temporary disablement, is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

ARTICLE L-5 SCHEDULING

L-5.01 The Hospital will prepare the schedule of regular working hours, setting forth the regular days and hours of work for each employee in their respective department, and will post them at least two weeks prior to the commencement of the first work week covered by the schedule.

When an employee's originally scheduled days off are re-scheduled within forty-eight (48) hours of the originally scheduled days off, he shall be paid overtime at the rate of time and one-half (1 1/2) for all hours worked on the first shift following the scheduled change.

When scheduling normal shift rotation changes there shall not be less than two (2) full shifts between the finish and start of such changes and where such change does occur the employee shall be paid overtime at the rate of time and one-half (1 1/2) for the period of overlap between the aforesaid two (2) full shifts and the commencement of the new shift,

There shall be no split shifts within a continuous twenty-four hour period.

The Hospital shall schedule not more than seven (7) consecutive days of work.

L-6 DESIGNATION OF SPECIFIC HOLIDAYS *

L-6.01 The Hospital agrees that there shall be no reduction in the pay of any employee in respect of the following Designated Holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

*

An eleventh holiday will be given and this holiday shall be the second Monday in February (or Heritage Day if so proclaimed). All provisions regarding holidays as laid down in Articles L-6.01, 16.02, 16.03 will prevail for this eleventh holiday.

Where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the employee shall be paid for work performed as follows:

- (i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be, for payment purposes, considered to be the holiday.
- (ii) Where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.

An employee who is absent on a Designated Holiday after being posted for work forfeits all pay for that day, unless prevented from doing so by reason of bereavement leave or as a result of verified sickness for a period not exceeding two weeks either prior to or two weeks following the holiday concerned.

When a Designated Holiday falls on an employee's day off he shall be granted an additional day off within thirty days of the day on which the holiday is observed at a time mutually agreed upon by both the employee and the employee's supervisor.

When a Designated Holiday falls during an employee's assigned vacation period he shall be granted an additional day off within thirty days of the day on which he returns to work from his vacation at a time mutually agreed upon by both the employee and the employee's supervisor.

L-7 VACATIONS

L-7.01 Vacations shall be scheduled at times mutually convenient to the Hospital and the employee. A vacation planner will be made available by January 15 in each department to enable employees to request in writing their preferred time(s) for vacation. Up to and including March 31 in the year in which the vacation is scheduled, employees shall be given preference as to the selection of their vacations on the basis of their seniority. Subsequent to March 31, employee requests shall be granted on a first-come first-served basis. Vacation time will be allotted between the months of May and September inclusive, if possible, and must be taken before December 31 in the same year unless some other time is mutually arranged between the individual employee and the Hospital prior to September 30.

Vacation schedules shall be posted by May 01 of each year and shall not be changed unless mutually agreed to by the employee and the Hospital.

L-8 BULLETIN BOARDS

L-8.01 The Hospital agrees to extend to the Union the privilege of using six bulletin boards, to be located in the Hospital in a location designated by the Hospital: (General Hospital Laboratory, 1; General Hospital Basement Corridor, 1; 3rd Floor R.E.C.U., 1; R.E.C.U. Basement 1; Laundry, 1; Power Plant 1;) provided that the use of such bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President or other authorized signing officer of the Union and have received prior approval of the Hospital through the Executive Director or someone designated by him.

L-9 LOCAL BARGAINING COMMITTEE

L-9.01 The Union may select a Union Negotiating Committee of not more than four employees. The Union shall inform the Hospital in writing of the names of members of such Committee and changes therein, from time to time, prior to any meeting with the Hospital.

L-10 NOTICE

Except where otherwise provided, any notice which either party desires to give to the other shall be given by prepaid registered mail as follows:

To the Hospital:
Executive Director,
Stratford General Hospital,
Stratford, Ontario, N5A 2Y6.

To the Union:
Secretary-Treasurer,
Canadian Union of Public Employees,
Local 424,
Secretary-Treasurer's Home Address.

Any such communications given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE L-11 UNION REPRESENTATION AND COMMITTEES

In order to provide an orderly procedure for the servicing of differences between the parties and employees' grievances hereunder, the Union will appoint or otherwise select stewards whose duty shall be to assist employees working in a department or group of departments the steward represents under the grievance procedure. In the event that the regular steward for any department is absent the employee may select an alternative steward for assistance under the grievance procedure. There shall be a Grievance Committee composed of four employees coming within the scope of the Agreement. The Union shall notify the Executive Director in writing of the names of the Grievance Committee members.

Stewards shall represent the following departments or groups of departments, and shall be employed in a department or one of the groups of departments they represent.

Power House and Maintenance	1 steward
Laundry and Sewing	1 steward
R.E.C.U. Nursing Assistants and Medical Attendants	3 stewards
	(one on each shift)

Acute Unit Nursing Assistants and Medical Attendants	3 stewards (one on each shift)
Laboratory and X-ray	1 steward
Housekeeping, Central Supply Room and Pharmacy	2 stewards (one on 15:00 to 23:30 shift)
R.E.C.U. Housekeeping	1 steward
Dietary, Purchasing/Stores	2 stewards
TOTAL NUMBER OF STEWARDS - 14	

The Union shall notify the Executive Director in writing of the names of the stewards and of any changes therein before the Hospital is required to recognize them.

ARTICLE L-12 SENIORITY LIST *

L-12.01 The Hospital will maintain a seniority list, showing the name of each employee who has completed the probationary period and the date when each employee's seniority commenced in accordance with the provisions of this Article and Article 9.02. A copy of such seniority list will be sent to the Secretary-Treasurer of the Union and will be posted on the Bulletin Board during the month of March each year. Any alleged errors or omissions must be brought to the attention of the Personnel Department within 30 days of posting, failing which the list shall be deemed to be final and conclusive.

* The hospital shall supply the Union with an up-to-date copy of a seniority list on request but not more frequently than once every six months.

ARTICLE L-13 HOURS OF WORK

L-13.01 Stationary engineers on boiler room duty are not permitted to leave the boiler room unattended for 30 minutes to partake of a meal and will eat their meals and will take their respective break periods in the boiler room. They will thus work a straight 8 hour per shift as follows:

08:00 - 16:00
or 16:00 - 24:00
or 24:00 - 08:00

ARTICLE L-14 SICK LEAVE AND INJURY PAY

L-14.01 The hospital reserves the right to require an employee to provide proof of any sickness requiring absence from work by medical certificate from a qualified medical practitioner. Failure to produce such certificate, if required, will disentitle the employee receiving compensation from accumulated sick leave credits if any.

If an employee finds that he is unable to report for work because of sickness or other legitimate reason he will notify his Department Head as soon as possible and in any case not later than the time at which the employee would normally be required to report for duty.

Employees claiming sick benefits will observe the following procedure:

- (i) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify his Department Head or a person designated by the Department Head before the start of his shift, or as soon thereafter as possible.
- (ii) Employees taking ill or suffering an accident during working hours will notify the head of their department, or a person designated by the Department Head, before the employee leaves his duties.

ARTICLE L-15 WAGES AND PREMIUMS *

L-15.01 The Hospital agrees that wages shall be paid every second Friday. Where the second Friday falls on a designated holiday, pay day will be either the previous or the following regular work day, not including Saturdays or Sundays, at the discretion of the Hospital. In accordance with the practice now in effect, wages will be paid five days in arrears, i.e., up to and including Sunday prior to the scheduled pay day.

L-15.02 * Effective 1985 09 29, R.N.A.'s who have completed an Operating Room Technician Course (approved by the Hospital) and are utilizing these special educational qualifications, and are employed in the Operating Room, will receive an Educational Bonus of 21¢ per hour.

L-15.03 * Effective 1985 09 29, the present incumbent (i.e., as of 1985 09 13) in the classification, Registered Orthopedic Technologist, shall receive a special bonus of 52¢ per hour.

ARTICLE L-16 LABORATORY COATS

L-16.01 Laboratory coats will be provided by the Hospital for the use of Laboratory employees who are required to wear such coats by the Hospital. Such coats shall remain the property of the Hospital and shall be turned in by employees upon termination of employment.

ARTICLE L-17 DAILY AND WEEKLY HOURS OF WORK

L-17.01 In any nursing unit where O.N.A. staff have been authorized to work, and are working extended tours, consideration will be given to similar scheduling arrangements for C.U.P.E. nursing staff to work extended tours. The introduction, or discontinuance of, and conditions covering extended tours shall be determined by local negotiations.