

FULL-TIME,

COLLECTIVE AGREEMENT

between

STRATFORD GENERAL HOSPITAL

(hereinafter called the "Hospital")

and

CUPE LOCAL 424

Service Agreement Full Time Employees

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ARTICLE 1 - PREAMBLE

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 Employees

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 WSIB 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 or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. 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 there shall be no discrimination within the meaning of the Ontario Human Rights Code 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, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. 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 & 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 - T-4 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 all 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.

5.04 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

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.

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.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed."

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 (see L9.01). 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 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 (7), 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 (7) Hospitals accordingly.

6.05 - Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally (see L11.01).

6.06 - Grievance Co

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (see L11.01) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance committee shall be determined locally.

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 a 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 grievances 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 an 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.

8.02 - Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter. suspension or other sanction provided that such employee's record has been discipline free for one year.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) 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 (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) 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 October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 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 (3) 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 twenty-four (24) months;
- f) if the employee has been laid off and falls 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 thirty (30) calendar months from the time the disability or illness commenced.

9.04 - Effect of Absence

Unless otherwise provided in the Collective Agreement:

- a) 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.
- b) During an unpaid absence 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 for the period of the absence in excess of thirty (30) continuous calendar days, 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 any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will

continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created by the filling of an Initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) 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 selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at 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.

A list of vacancies filed in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

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.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

An application for reassignment system will be maintained; under this system any Registered Practical Nurse 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 made it at the time of posting. Such application for reassignment shall be filed with the Director of Patient Care Services. 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 @ Seniority Outside the Bargaining Unit

- 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 six (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 within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.

- 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 (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 - Transfer of Seniority and Service

Effective May 3, 1985 and for employees who transfer subsequent to May 3, 1985:

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) 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 (1) 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 without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9. -

- a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to an **appropriate permanent job** with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- c) Any vacancy to which the employee is reassigned pursuant to paragraph (b) need not be posted.

d) **Redeployment Committee**

At each Hospital a Redeployment Committee will be established not later than ~~two~~ (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(1) **Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - a) within the bargaining unit; or
 - b) within another CUPE bargaining unit; or
 - c) not covered by a collective agreement.
- (3) identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(III) **Disclosure**

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) **Alternatives**

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

9.09 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- a) accept the layoff; or
- b) opt to receive a separation allowance as outlined in Article 9.12; or
- c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any 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.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee

in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employees within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she 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 or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees 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 the 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 or her proper address being on record with the Hospital.

Employees on layoff 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 layoff.

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.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08.

9.10 - Benefits on Layoff

In the event of a layoff, the Hospital shall pay its share of the employee's benefits premiums up to the end of the month in which the lay-off occurs.

The Hospital shall continue to pay the full cost of a benefit or benefits for up to three (3) 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 the lay-off at the time of the lay-off, and arranges with the Hospital for appropriate payment schedule.

Article 9.11 - Retraining

a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(d):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

b) **Placement**

Upon successful completion of his or her training period, the Hospital and the Union undertakes to ~~wave~~ any restrictions which might otherwise apply, and the employee will be ~~placed~~ in the job identified in 9.11(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will ~~remain~~ subject to layoff.

c) **Regional Redeployment Committee**

A Joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of ~~service~~ and seniority of all employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the Hospitals will be encouraged to give ~~it~~ consideration to laid-off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

Article 9.12 - Separation Allowances

- a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a Separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars

Article 9.13 - Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.14 - 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 affect, 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 (1) 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.

10.02 - Contracting Out

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision. If the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and
- (2) In doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

10.03 - Contracting In

Further to Article 9.08(d)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 11 - WORK OF THE BARGAINING UNIT11.01 - 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.

~~11.02 - Volunteers~~

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked.

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 Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, 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 Hospital shall grant leave of absence with pay (superior language) to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied. Such time shall not exceed a combined total of 24 days in any one calendar year.

in requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

12.03(a) - Full-Time Position with the Union

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

1 The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

1 Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.03(b) - Leave for OCHU President and Secretary-Treasurer

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee(s) shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

1 The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-

in-law, sister-in-law or grandparent of spouse. The Hospital, In Its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jurv & W

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 © above.

12.06 - Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally Qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

- g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy 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."

12.07 - Parental Leave

- a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- d) An employee who is an adoptive parent 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.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental 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.

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."

12.09 - Pre-Paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a) ~~The plan is~~ available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part ~~LXVIII~~ of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- d) Where there are more applications than spaces allotted, seniority shall govern
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable

period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

- a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) 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 as described in the August, 1992 booklet (Part B)), 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 (3) months or more of service shall be deemed to have three (3) months of service.

- b) Effectivethe 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 Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for **loss** of wages to the employee by such amount that the award of the Workplace Safety & Insurance 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 WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- g) A copy of the current HODIP plan text or, where applicable, the master policy of the current HODIP equivalent, shall be provided to the Union.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee.

Note: Provisions 13.c)(3) and 13.c)(4) shall apply to 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. Any Medical/Dental Care provisions currently in the agreement shall be removed.

13.01 - Sick Leave

Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance 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. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

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.

13.03 - Payroll Deduction for Union Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

13.04 - Payment Pending Determination of WSIB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The standard work day for all employees shall be 7 ½ hours exclusive of ¼ hour unpaid meal break, and the standard work week shall be 37 ½ 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 (15) minute rest period for each full scheduled half 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 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 (1-1/2) 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. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain.

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 (½) 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 (½) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift and Weekend Premium

Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five cents (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix (see L6.01).

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 and Qualifiers

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete 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 Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day 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 or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.03 - Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

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 (2x) his regular straight time hourly rate for such authorized overtime.

ARTICLE 17 - VACATIONS

17.01 - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular rate of pay for the week of work, subject to the application of Article 12.04, 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 one (1) vacation lieu day off for each day on which he has so worked.

17.03 - Illness During

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 a 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.

17.04 - Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment 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 Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- b) 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 in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aid allowance \$500.00 lifetime maximum.
- c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HCOGLIP in effect as of September 28, 1993 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.
- d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 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 premiums are paid by the employee through payroll deduction.
- e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

- f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

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 programs contracted for and in effect for employees covered herein.

18.03(a) - 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.

18.03(b) - Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

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

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

ARTICLE 20 - COMPENSATION

20.01(a) - 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 was 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 WSIB 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.

20.01(b) Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01(a) above.

20.02 - Assignment of Duties From Another Classification

Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to 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.

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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).

20.04 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed August 27, 1999.

ARTICLE 21 - HOSPITAL OPERATING PLAN

- a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 22 - DURATION

22.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2001. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 - Central Bargaining

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 11th day of February, 2000.

FOR THE LOCAL UNION

Jean Forbuck

Deidre Innes

Deb Hudes

Janet M. Hurd

Dolly Buxton

FOR THE HOSPITAL

Wagdy Roubay

Maria Tauter

D. Marie Omerod

Jan F. Grace

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for Inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear
- Union Business

Note: CUPE Local 424 and Stratford General Hospital have superior conditions regarding paid union leave for conventions. See Article 12.02.

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

****CUPE CLERICAL • Schedule A**

	EffectiveDate	Start	6 Months	18 Months
Class 1				
Cashier (N&FS)	April 1, 1997	13.70	14.24	14.56
*Transferred to Service	Sept. 29, 1997	13.77	14.31	14.63
Union effective	April 1, 1998	13.91	14.45	14.78
October 1998	Sept. 29, 1998	14.05	14.59	14.93
	April 1, 1999	14.19	14.74	15.08
	Sept. 29, 1999	14.33	14.89	15.23
	Sept. 29, 2000	14.62	15.19	15.53
 Class 2				
Acctg. Clerk, AR	April 1, 1997	13.97	14.42	14.82
Cashier	Sept. 29, 1997	14.04	14.49	14.89
Clerk Typist, Mailroom,	April 1, 1998	14.18	14.63	15.04
Maintenance, Health	Sept. 29, 1998	14.32	14.78	15.19
Records, Medical	April 1, 1999	14.46	14.93	15.34
Imaging, Mat. Mgmt.,	Sept. 29, 1999	14.61	15.08	15.49
Business Office	Sept. 29, 2000	14.90	15.38	15.80
 Class 3				
Steno-Lab (May 17/99)	April 1, 1997	14.21	14.68	15.08
Steno-Home Oxygen	Sept. 29, 1997	14.28	14.75	15.16
Pat. Reg. Clerk, Payroll	April 1, 1998	14.42	14.90	15.31
Clerk, Ward Clerk,	Sept. 29, 1998	14.56	15.05	15.46
Clerk Typist, Lab.,	April 1, 1999	14.71	15.20	15.61
Med. Imag. Recept.,	Sept. 29, 1999	14.86	15.35	15.77
Ed. Sew., Occ. Hlth. services	Sept. 29, 2000	15.16	15.66	16.09
 Class 4				
Steno. Health Records	April 1, 1997	14.49	14.96	15.34
Accounting Clerk	Sept. 29, 1997	14.56	15.03	15.42
Comm. Asst. I	April 1, 1998	14.71	15.18	15.57
Clerk Typist, Med.	Sept. 29, 1998	14.86	15.33	15.73
Imag. - Booking	April 1, 1999	15.01	15.48	15.89
	Sept. 29, 1999	15.16	15.63	16.05
	Sept. 29, 2000	15.46	15.94	16.37

	Effective Date	Start	6 Months	18 Months
Class 5				
Medical Dictatypist	April 1, 1997	14.68	15.31	15.77
Menu Clerk (Jan. 13/97)	Sept. 29, 1997	14.95	15.39	15.85
Steno. Lab. (May 17/99)	April 1, 1998	15.10	15.54	16.01
	Sept. 29, 1998	15.25	15.70	16.17
	April 1, 1999	15.40	15.86	16.33
	Sept. 29, 1999	15.55	16.02	16.49
	Sept. 29, 2000	15.86	16.34	16.82

Class 6				
Steno. Soc. Work.	April 1, 1997	15.22	15.68	16.08
Psychology,	Sept. 29, 1997	15.30	15.76	16.16
Reg. Lab., Speech	April 1, 1998	15.45	15.92	16.32
Path., Sr. Mental Hlth.,	Sept. 29, 1998	15.60	16.08	16.48
List. Mental Hlth.,	April 1, 1999	15.76	16.24	16.64
Clerk Typist, Physio.,	Sept. 29, 1999	15.92	16.40	16.81
Physio. Comm. Clinic	Sept. 29, 2000	16.24	16.73	17.15

to Secretary Class 8

Class 7				
Hlth. Records Tech.	April 1, 1997	15.51	15.92	16.43
Sr. Acct. Clerk	Sept. 29, 1997	15.59	16.00	16.51
Comm. Asst. II	April 1, 1998	15.75	16.16	16.68
	Sept. 29, 1998	15.91	16.32	16.85
	April 1, 1999	16.07	16.48	17.02
	Sept. 29, 1999	16.23	16.64	17.19
	Sept. 29, 2000	16.55	16.97	17.53

Class 8				
Secretary - Laboratory,	April 1, 1997	15.87	16.38	16.90
Psychiatry	Sept. 29, 1997	15.95	16.46	16.98
	April 1, 1998	16.11	16.62	17.15
	Sept. 29, 1998	16.27	16.79	17.32
	April 1, 1999	16.43	16.96	17.49
	Sept. 29, 1999	16.59	17.13	17.66
	Sept. 29, 2000	16.92	17.47	18.01

**Amended salary scale, in accordance with Pay Equity, to replace these rates effective April 1, 2000.

****CUPE SERVICE - Schedule A**

	Effective Date	Start	6 Months	18 Months
Class 1				
Porter, OR Porter	April 1, 1997	14.25	14.37	14.56
Pharmacy Assistant	Sept. 29, 1997	14.32	14.44	14.63
Laundry Helper	April 1, 1998	14.46	14.58	14.78
Ward Aide	Sept. 29, 1998	14.60	14.73	14.93
Dietary Aide, Nutr. Asst. 1	April 1, 1999	14.75	14.88	15.08
Linen Folding, Room Aide	Sept. 29, 1999	14.90	15.03	15.23
Laboratory Aide	Sept. 29, 2000	15.20	15.33	15.53
Class 2				
Assistant Baker	April 1, 1997	14.38	14.59	14.82
Laboratory Assistant	Sept. 29, 1997	14.45	14.66	14.89
OT Aide	April 1, 1998	14.59	14.81	15.04
OR Ward Aide	Sept. 29, 1998	14.74	14.96	15.19
	April 1, 1999	14.89	15.11	15.34
	Sept. 29, 1999	15.04	15.26	15.49
	Sept. 29, 2000	15.34	15.57	15.80
Class 3				
Cook - not certified	April 1, 1997	14.46	14.67	14.89
Special Diet Asst.	Sept. 29, 1997	14.53	14.74	14.96
	April 1, 1998	14.68	14.89	15.11
	Sept. 29, 1998	14.83	15.04	15.26
	April 1, 1999	14.98	15.19	15.41
	Sept. 29, 1999	15.13	15.34	15.56
	Sept. 29, 2000	15.43	15.65	15.87
Class 4				
SPD Aide	April 1, 1997	14.58	14.76	15.08
Seamstress	Sept. 29, 1997	14.65	14.83	15.16
Dialysis Unit Asst.	April 1, 1998	14.80	14.98	15.31
	Sept. 29, 1998	14.95	15.13	15.46
	April 1, 1999	15.10	15.28	15.61
	Sept. 29, 1999	15.25	15.43	15.77
	Sept. 29, 2000	15.56	15.74	16.09

	EffectiveDate	Start	6 Months	18 Months
Class 5				
Washer Extractor Op.	April 1, 1997	14.91	15.08	15.34
Baker	Sept. 29, 1997	14.98	15.16	15.42
Nutrition Asst. 11	April 1, 1998	15.13	15.31	15.57
	Sept. 29, 1998	15.28	15.46	15.73
	April 1, 1999	15.43	15.61	15.89
	Sept. 29, 1999	15.58	15.77	16.05
	Sept. 29, 2000	15.89	16.09	16.37
Class 6				
Upholsterer/Refinisher	April 1, 1997	15.01	16.19	15.46
	Sept. 29, 1997	15.09	15.27	15.54
	April 1, 1998	15.24	15.42	15.70
	Sept. 29, 1998	15.39	15.57	15.86
	April 1, 1999	15.54	15.73	16.02
	Sept. 29, 1999	15.70	15.89	16.18
	Sept. 29, 2000	16.01	16.21	16.60
Class 7				
Laboratory Attendant	April 1, 1997	15.76	15.90	16.20
	Sept. 29, 1997	15.84	15.98	16.28
	April 1, 1998	16.00	16.14	16.44
	Sept. 29, 1998	16.16	16.30	16.60
	April 1, 1999	16.32	16.48	16.77
	Sept. 29, 1999	16.48	16.62	16.94
	Sept. 29, 2000	16.81	16.95	17.28
Class 8				
Storekeeper	April 1, 1997	16.09	16.27	16.55
Cook - Certified	Sept. 29, 1997	16.17	16.35	16.63
Nutr. Asst. 1 III	April 1, 1998	16.33	16.51	16.80
Inventory Control/Top	Sept. 29, 1998	16.49	16.68	16.97
Up Person	April 1, 1999	16.65	16.85	17.14
Food Service Tech.	Sept. 29, 1999	16.82	17.02	17.31
(July 16/98)	Sept. 29, 2000	17.16	17.36	17.66
SPD Aide II				

	Effective Date	Start	6 Months	18 Months
Class 9				
Buyer/Storekeeper	April 1, 1997	17.34	17.52	17.76
Charge Cook	Sept. 29, 1997	17.43	17.61	17.85
Nutrition Asst. IV	April 1, 1998	17.60	17.79	18.03
	Sept. 29, 1998	17.78	17.97	18.21
	April 1, 1999	17.96	18.15	18.39
	Sept. 29, 1999	18.14	18.33	18.57
	Sept. 29, 2000	18.50	18.70	18.94

Class 10				
Maintenance Person	April 1, 1997	17.76	17.96	18.36
Reg. Ortho. Tech.	Sept. 29, 1997	17.85	18.05	18.45
Resp. Therapy Asst.	April 1, 1998	18.03	18.23	18.63
Medical Attendant	Sept. 29, 1998	18.21	18.41	18.82
RPN	April 1, 1999	18.39	18.59	19.01
Physio. Asst.	Sept. 29, 1999	18.57	18.87	19.20
Medical Imaging Aide	Sept. 29, 2000	18.94	19.16	19.58
OR Technician				
Pharmacy Technician				
OT Assistant				

Class 11		Start	1 Year	2 Years
Paramedic	Oct. 1, 1996	18.41	18.98	19.54
	Jan. 1, 1999	18.59	19.17	19.74
	Jan. 1, 2000	18.84	19.43	20.01
	Jan. 1, 2001	19.21	19.81	20.40

Class 12		Start	6 Months	18 Months
Shift Engineer	April 1, 1997	18.33	18.48	18.80
	Sept. 29, 1997	18.42	18.57	18.89
	April 1, 1998	18.60	18.76	19.08
	Sept. 29, 1998	18.79	18.95	19.27
	April 1, 1999	18.98	19.14	19.46
	Sept. 29, 1999	19.17	19.33	19.65
	Sept. 29, 2000	19.55	19.72	20.04

	Effective Date	Start	6 Months	18 Months
Class 13				
Maintenance Engineer	April 1, 1997	18.44	18.65	19.13
Head Storekeeper/ Senior Buyer	Sept. 29, 1997	18.53	18.74	19.23
	April 1, 1998	18.72	18.93	19.42
	Sept. 29, 1998	18.91	19.12	19.61
	April 1, 1999	19.10	19.31	19.81
	Sept. 29, 1999	19.29	19.50	20.01
	Sept. 29, 2000	19.68	19.89	20.41
Class 14				
Working Supervisor, Ambulance Services	Oct. 1, 1996	Start 19.99	1 Year 20.56	2 Years 21.12
	Jan. 1, 1999	20.17	20.75	21.32
	Jan. 1, 2000	20.42	21.01	21.59
	Jan. 1, 2001	20.79	21.39	21.98

****Amended salary scale, In accordance with Pay Equity, to replace these rates effective April 1, 2000.**

FULL TIME

COLLECTIVE AGREEMENT

LOCAL ISSUES

between

Stratford General Hospital

(hereinafter called the "Hospital")

and

CUPE LOCAL 424

Full Time Service Employees

Expires September 28, 2001

SERVICE FULL TIME LOCAL AGREEMENT

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LOCAL ISSUES

STRATFORD GENERAL HOSPITAL

(Hereinafter called the "Hospital")

and

C. U. P. E. LOCAL 424

FULL TIME 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.

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 Secretary-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.

The Hospital will provide the Union with a list of addresses for the membership within thirty (30) days of settlement of the agreement and every April 1st thereafter unless an employee notifies the employer in writing that he/she does not wish that his/her address be made known to the Union.

ARTICLE L-4 RETIREMENT AGE

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 in an occupation which takes into consideration the ability and physical condition of such employee.

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. The Hospital shall endeavour to schedule a minimum of two (2) weekends off in four (4) wherever practicable as determined by the Hospital.

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-5.02 A weekend shall be defined as a minimum of fifty-six (56) consecutive hours during the period following the completion of the Friday day shift until the commencement of the Sunday night shift or the commencement of the Friday evening shift until the commencement of the Monday day shift.

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, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

A twelfth 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 L16.01, 16.02, 16.03 will prevail for this twelfth 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 sixty (**60**) days either side 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 sixty (60) days either side 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 April 30 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 April 30, ~~employee~~ requests shall be granted on a first-come first-served basis. Accumulated vacation record sheets will be made available.

Vacation schedules shall be posted by May 15 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 (~~for the~~ exclusive use of Local **424**); Basement of C.C.R.U., 1 (outside female locker room); Avon Crest Basement, 1; Laundry, 1; Power Plant, 1; all staff lounges; 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

- L-10.01** 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:

Recording Secretary,
Canadian ~~Union~~ of Public Employees,
Local 424,
Secretary'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

- L-11.01** In order to provide an orderly procedure for the servicing of differences between the parties and employee's 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	1 Steward
Maintenance	1 Steward
Laundry and Sewing	1 Steward
C.C.R.U. RPNs and Medical Attendants	3 Stewards
Acute Unit RPNs and Medical Attendants	3 stewards
Laboratory and Diagnostic Imaging	1 steward
Housekeeping, C.S.R. and Pharmacy (one on 15:00 to 23:30 shift)	2 stewards
C.C.R.U. Housekeeping	1 steward
Nutrition and Food Services, Purchasing/Stores	2 stewards

TOTAL **NUMBER OF STEWARDS** 15

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 President and Recording Secretary 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 Human Resources 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

- L-13.02 The Hospital will forward to the Union quarterly, a list of all hours worked by all employees covered by the scope of **this** Agreement. The list will be provided **in** a timely fashion.

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.

Employees will be compensated for all costs incurred to ~~obtain~~ any medical certificates, forms and reports required to be completed by the Hospital for U.I.C. or L.T.D. purposes.

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. When an employee is returning to work from illness or accident, whenever possible, he/she will notify his/her Department at least eight (8) hours before the start of the next scheduled shift, ~~unless mutually agreed that a call is not necessary each and every day because of long term illness or accident.~~
- (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.

The Hospital ~~shall~~ annually provide, on a specific ~~date~~, each full-time employee with a ~~total of his~~ sick leave credits in the bank.

- (iii) When the Hospital Intends to intervene or dispute a Workers' Compensation Board claim, the Hospital shall notify ~~the~~ employee and the ~~Union~~ of its intention immediately.

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 (5) days in arrears, i.e., up to and including Sunday prior to ~~the~~ scheduled pay day.

The system of payment will be a direct deposit service by which an employee's wages will be directly deposited into his ~~personal~~ deposit account on a confidential basis.

In conjunction with the direct deposit system the hospital shall provide to each employee a pay statement on which there will be year to date information for hospital pension, income tax, Canada Pension, Unemployment Premiums. as well as information relating to the gross and net earnings calculation of the pay period in question.

- L-15.02** 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 the rate in the salary range of his new position, consistent with his seniority, ability and qualifications.

ARTICLE L-16 UNIFORM ALLOWANCE

- L-16.01** Laboratory coats will be provided by the Hospital for the use of 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.

A Uniform allowance of \$.6 cents per hours worked shall be paid where employees are required to wear uniforms and the uniforms are not supplied by the Hospital.

The Hospital shall provide a list of all employees required to wear uniforms and entitled to supplement under this clause. A copy of such uniform list will be sent to the President and Recording Secretary of the Union during the month of March each year.

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.

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 L-18 MEAL AND TRANSPORTATION ALLOWANCE

- L-18.01** A staff member required to work more than two (2) hours overtime on the same day they have worked a full shift shall be provided with a hot meal or a meal allowance of five dollars (\$5.00).
- L-18.02** When a staff member is required to travel to the Hospital or to return to her home as a result of reporting to or ~~from~~ work between 24:00 and 06:00, excluding regularly scheduled shifts, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle ~~at~~ the approved hospital rate per kilometre to a maximum of fourteen dollars (\$14.00) per round trip between the aforementioned hours. The staff member will provide to the Hospital, satisfactory proof of payment of such taxi fare.

ARTICLE L-19 CERTIFICATE OF COMPETENCE

- L-19.01** A Registered Practical Nurse is required to present to the Director of Human Resources or his designate before February 15th of each year, her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the practical nurse being reverted to the salary status of a Graduate Practical Nurse. Reinstatement to the status of Registered Practical Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.

ARTICLE L-20 AMBULANCE ESCORT

- L-20.01** Where an RPN is assigned to provide patient care for a patient in transit, the following provisions shall apply:
- (a) where the RPN performs such duties during her regular shift, she shall be paid regular rate of pay. Where the RPN performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate,
 - (b) Where such duties extend beyond her regular shift, the Hospital will not require a nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.
 - (c) Hours spent between the time the RPN is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other locations agreed upon between the Hospital and the RPN, she will be paid at straight time or at the appropriate overtime rates. It is understood that the nurse shall return to the Hospital or to such other location agreed

upon between the Hospital and the RPN ~~at the~~ earliest opportunity. Prior to the RPN's ~~departure on~~ escort duty, or at such other time as may ~~be~~ mutually ~~agreed upon between~~ the Hospital and the nurse, ~~the~~ Hospital will establish with the nurse arrangements for return travel.

- (d) The RPN shall be reimbursed for reasonable out of pocket ~~expenses~~ including room, board and ~~return~~ transportation and consideration will ~~be~~ given to any special circumstances not dealt with under the foregoing provisions.

NOTE: The Hospital agrees ~~to continue to~~ pay any greater monetary benefit for ambulance escort duty If such ~~greater~~ benefit has been paid by the Hospital immediately prior to ~~this~~ Agreement.

ARTICLE ~~L-21~~ PARKING CARDS

- L-21.01 All employees with a parking card ~~as per~~ the Hospital policy will pay for parking by payroll deduction.

ARTICLE ~~L-22~~ STAFF ~~AND~~ UNION FACILITIES

- L-22.01 The Hospital will provide a comfortably furnished lounge for employees to use on breaks ~~and~~ lunch which will be ~~accessible to~~ all ~~staff~~ on all shifts.
- L-22.02 The Hospital shall provide reasonable ~~shared office~~ space, with ~~unlimited access~~ and within the Hospital, for the exclusive use of ~~the Unions~~. The Union shall ~~use~~ ~~this~~ space for the ~~Local~~ union ~~office~~. The Hospital ~~shall~~ provide one (1) ~~key~~ to the Union ~~and~~ maintain one (1) key with the Plant Manager.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives.

Dated at Stratford, Ontario, this 11th day of February, 2000

FOR C.U.P.E. LOCAL 424

Jo-ann Webb
Deanna Jones
Deb Hudels
Just M. Webb
Sally Budden

FOR STRATFORD GENERAL HOSPITAL

Wayne Smith
Maie Faulkner
D. Marie Omerod
Jan F. Greal