

SOURCE	HOSP.		
EFF.	8	7	09/89
TERM.	09	09	28
No. OF EMPLOYEES	135		
NOMBRE D'EMPLOYES	135		

PART TIME

COLLECTIVE AGREEMENT

between

STRATFORD GENERAL HOSPITAL

(hereinafter called the "hospital")

and

CUPE LOCAL 424

SERVICE AGREEMENT

Expires: 1989 09 28

JUL 16 1990

0837702

PART TIME SERVICE AGREEMENT

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ARTICLE 1

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronoun

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

ARTICLE 2 DEFINITIONS

2.01 - Temporary Employee

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

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

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

2.02 - Part-Time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular pre-determined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

ARTICLE 3 RELATIONSHIP

3.01 - No Discrimination

The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.

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

ARTICLE 4 STRIKES AND LOCKOUTS

4.01 - Strikes and Lockouts

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

ARTICLE 5 UNION SECURITY

5.01 - 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.

ARTICLE 6
UNION REPRESENTATION AND COMMITTEES

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

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

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

6.02 - Labour Management Committee

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

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

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

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

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

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

6.03 - Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. This committee will consist of not more than four employees. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

6.04 - Central Bargaining Committee

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this

provision shall be seven, and in no case will more than one employee from a hospital be entitled to such payment.

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

6.05 - Pay for Grievance Committee or Stewards

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

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

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

Step No. 3

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

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or, alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not *be* used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievance and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving

to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

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

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

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement,

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

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, **add** to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will **be** final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 2
ACCESS TO FILES

8.01 - Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary

notations contained therein, in the presence of the Director of Personnel or designate, An employee has the right to request copies of any evaluations in this file.

**ARTICLE 9
SENIORITY**

9.01 - Probationary Period

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

9.02 - Definition of Seniority

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to 1986 10 10 will be credited with the seniority they held under the Agreement expiring 1985 09 28, and will thereafter accumulate seniority in accordance with this Article.

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;

- (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for eighteen months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall ;

** (g) is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.

9.04 - Accumulation of Seniority

Effective 1985 05 01 and for accumulation of seniority subsequent to 1985 05 03.

A part-time employee shall accumulate seniority on the basis of one year for each 1725 hours worked.

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.

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 considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to (30) thirty 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 formally 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 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.

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 the 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. Qualified employees covered by this Agreement shall have preference for posted vacancies for full time positions in accordance with Article 9.05 prior to them being filled from outside the Hospital.

9.06 - Transfer and Seniority Outside the Bargaining Unit

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

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

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

9.07 - Transfer of Seniority and Service

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

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

- (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 year for each 1725 hours worked.

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

**

9.08 - Notice of Layoff

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

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

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

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

9.09 - Technological Change

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

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

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

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

ARTICLE 10 CONTRACTING OUT

10.01 - Contracting Out

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

ARTICLE 11
WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

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 1986 06 01

ARTICLE 12
LEAVES OF ABSENCE

12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Department Head or his designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 - Union Business

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

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

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

12.03(a) Leave for OCHU President

** 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 position of the President 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 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 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 a reasonable period of time.

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.

12.03(b) Full-Time Position with the Union or Full-Time Public Office

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

12.04 - Bereavement

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

12.05 - Jury and Witness Duty

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

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

It is understood that no such payment shall be made unless the employee was otherwise scheduled to work on the day or days in question.

12.06 - Maternity Leave

01. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974 except where amended in this provision.
- 02 The service requirement for eligibility for maternity leave shall be 10 months of continuous service.
- 03 The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- 04 An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly

earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

05. The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
06. When a maternity leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.
07. The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 03 or 04 above by written notification received by the Hospital at least two weeks in advance thereof.

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

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

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

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

12.07 - Adoption Leave

- (a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon

receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (b) When an adoption leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.
 - (c) Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.
 - (d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- ⊖ This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

12.08 - Education Leave

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

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

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

ARTICLE 13
INJURY PAY

13.01 - Injury Pay

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

ARTICLE 14
HOURS OF WORK

14.01 - Rest Periods

The Hospital will schedule one fifteen minute rest period for each half of a seven and one half hour shift.

14.02 - Additional Rest Periods

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

ARTICLE 15
PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

All authorized hours in excess of those normally scheduled for a full time position in the Department or Unit in which the employee works shall **be** overtime, provided that no overtime compensation shall be granted where the overtime work resulted from an exchange of shifts between two employees or at the request of the employee. Overtime shall be equitably distributed among available and qualified employees whenever possible.

15.03 - Overtime Premium and No Pyramiding

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

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

15.04 - 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. This shall not apply to part-time employees working less than 7.5 hours per day. Such employees shall receive a pro-rated reporting pay.

15.05 - 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 the works during the period of standby.

15.06 - Temporary Transfer

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

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

15.07 - Shift 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 15:00 and 07:00.

15.08 - Transfer to Lower Paying Classification

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

ARTICLE 16
VACATIONS

16.01 - Part-time Entitlement, Qualifiers and Calculation of Payment

Effective following 1986 10 10 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

Employees who have completed less than the equivalent of one (1) year of continuous employment as of September 30 in any year shall receive in each pay, vacation pay in the amount of 4% of their total wages received in the pay period.

Effective 1984 09 29 employees who have completed more than the equivalent one (1) year of continuous employment as of September 30 in any year shall receive vacation pay in accordance with full time entitlement converted on the **basis** set out in Article 14.01. Vacation pay will be calculated as a percentage of total wages received in the pay period, and shall apply as follows:

2 week entitlement	-	4%
3 week entitlement	-	6%
4 week entitlement	-	8%
5 week entitlement	-	10%

An employee who leaves the employ of the hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation.

ARTICLE 17
BENEFITS FOR PART-TIME EMPLOYEES

17.01 - Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness **duty**, and bereavement pay, maternity leave, supplemental unemployment benefits) an amount equal to 14% of her regular straight time hourly rate for all straight time hour paid.

ARTICLE 18
HEALTH AND SAFETY

18.01 - Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) **Any** representative appointed or selected in accordance with 19.01(b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time spent attending such meetings shall be deemed to be work time from which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
**
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
**
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
**
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE 19
COMPENSATION

19.01 - Job Classification

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

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

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of his/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.

19.02 - Promotion to a Higher Classification

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

19.03 - Progression on the Wage Grid - Part-time

Effective following 1986 10 10, part time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to 1986 10 10 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring 1985 09 28 and will thereafter accumulate service in accordance with this Article.

19.04 - Wage and Classification Premiums

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

ARTICLE 20
DURATION

20.01 - Term

This Agreement shall continue in effect until 1989 09 28.

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 _____, Ontario, this _____ day of _____ 1989.

FOR THE LOCAL UNION

FOR THE HOSPITAL

SCHEDULE A

CLASSIFICATION

	Effective date	Start	862.5 hrs	2 587.5 hrs
Class 7				
Washer Extractor/ Operator	1987 09 29	11.58	11.70	11.91
Pharmacy Technician	1988 09 29	12.16	12.29	12.51
Class 6				
Second Cook	1987 09 29	11.18	11.37	11.78
	1988 09 29	11.74	11.94	12.37
Class 5				
Baker, Porter	1987 09 29	11.07	11.15	11.30
Occupational Therapy Aide Pharmacy Assistant	1988 09 29	11.62	11.71	11.87
Class 4				
Cook, Asst. Baker, Lab. Assistant	1987 09 29	10.75	10.90	11.09
	1988 09 29	11.29	11.45	11.64
Class 3				
Non-Reg. Nursing Assistant X-Ray Aide	1987 09 29	10.74	10.83	10.94
	1988 09 29	11.28	11.37	11.49
Class 2				
Special Diet Assistant C.S.R. Aide	1987 09 29	10.53	10.67	10.90
	1988 09 29	11.06	11.20	11.45
Class 1				
Seamstress, Lab. Aide, Laundry Helper Ward Aide, Dietary Aide	1987 09 29	10.50	10.64	10.83
	1988 09 29	11.03	11.17	11.37
<u>Students</u>				
Category B	1987 09 29	8.53		
	1988 09 29	8.96		
Category A	1987 09 29	8.84		
	1988 09 29	9.28		

SCHEDULE A

CLASSIFICATION

	Effective date	Start	862.5 hrs	2 587.5 hrs
Class 17				
Maintenance Engineer	1987 09 29	14.32	14.48	14.85
	1988 09 29	15.04	15.20	15.59
Class 16				
Shift Engineer	1987 09 29	14.23	14.35	14.59
	1988 09 29	14.94	15.07	15.32
Class 15				
Maintenance Person	1987 09 29	13.79	13.94	14.26
	1988 09 29	14.48	14.64	14.97
Class 14				
Painter	1987 09 29	13.47	13.61	13.79
	1988 09 29	14.14	14.29	14.48
Class 13				
Ambulance Officer/ Medical Attendant	1987 09 29	13.36	13.53	13.74
	1988 09 29	14.03	14.21	14.43
Class 12				
Head Storekeeper	1987 09 29	13.27	13.42	13.63
	1988 09 29	13.93	14.09	14.31
Class 11				
Registered Orthopedic Technologist	1987 09 29	12.86	12.94	13.12
Respiratory Therapy Assistant	1988 09 29	13.50	13.59	13.78
Class 10				
Laboratory Attendant	1987 09 29	12.24	12.34	12.57
		12.85	12.96	13.20
Class 9				
Medical Attendant	1987 09 29	11.86	11.93	12.13
Registered Nursing Assistant Physiotherapy Assistant Occupational Therapy Assistant	1988 09 29	12.45	12.53	12.74
Class 8				
Storekeeper	1987 09 29	11.65	11.79	12.01
Upholsterer/Refinisher	1988 09 29	12.23	12.38	12.61

LOCAL ISSUES
STRATFORD GENERAL HOSPITAL
(Hereinafter called the "Hospital")

AND

C.U.P.E. LOCAL 424

SERVICE AGREEMENT

ARTICLE L-1 RECOGNITION AND COVERAGE

L-1.01 The Hospital recognizes the Union as the sole and exclusive bargaining agency with respect to all matters properly arising under this Agreement for all employees of the Stratford General Hospital, in Stratford, Ontario, regularly employed for not more than twenty four (24) hours per week and students employed during the school vacation period, save and except for ladies/men and persons of equal or higher rank, office and clerical staff, Registered and Graduate Nurses, Student Nurses in training, Medical staff, paramedical employees and students employed through cooperative training programs or work experience programs with a University or Community College and persons covered by subsisting collective agreements.

ARTICLE L-2 MANAGEMENT RIGHTS

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

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

- (c) generally to operate the Stratford General Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

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

ARTICLE L-3 UNION SECURITY

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

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

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

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

ARTICLE L-4 - UNION REPRESENTATION

L-4.01 In order to provide an orderly procedure for the servicing of differences between the parties and employees' grievances hereunder, the Union will appoint or otherwise select stewards whose duty shall be to assist employees working in a department or group of departments the steward represents under the grievance procedure. In the event that the regular steward for any department is absent the employee may select an alternative steward for assistance under the grievance procedure. There shall be a Grievance Committee composed of four employees coming within the scope of the Agreement. The Union shall notify the Executive Director in writing of the names of the Grievance Committee members.

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

Maintenance, Laundry and Sewing	1 Steward
R.E.C.U. - R.N.A.	1 Steward
Acute Care - Ambulance Officers/Medical Attendants R.N.A.'s and Medical Attendants	2 Stewards
laboratory, X-Ray, C.S.R. and Pharmacy	1 Steward
Dietary	2 Stewards
Housekeeping	2 Stewards

TOTAL NUMBER OF STEWARDS - 9

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.

L-5 LOCAL BARGAINING COMMITTEE

L-5.01 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-6 SENIORITY LIST

L-6.01 The Hospital will maintain a seniority list, showing the name of each employee who has completed the probationary period and the number of hours to his credit as of the last pay period in February each year in accordance with the provisions of this Article. A copy of such seniority list will be sent to the 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 Personnel Department within 30 days of posting, failing which the list shall be deemed to be final and conclusive.

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

L-7 WAGES AND PREMIUMS

L-7.01 The Hospital agrees that wages shall be paid every second Friday. Where the second Friday falls on a designated holiday, pay day will be either the previous or the following regular work day, not including Saturdays or Sundays, at the discretion of the Hospital. In accordance with the practice now in effect, wages will be paid

five days in arrears; i.e. up to and including Sunday prior to the scheduled pay day.

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.

R.N.A.'s who have completed an Operating Room Technician Course (approved by the Hospital) and are utilizing these special educational qualifications, and are employed in the Operating Room, will receive an Educational Bonus of 22¢ per hour. Effective 1988 09 29 this Educational Bonus will increase to 23¢ per hour.

Effective 1987 09 29, the present incumbent in the classification, Registered Orthopedic Technologist shall receive a special bonus of 62¢ per hour. Effective 1988 09 29, the special bonus will be adjusted to 65¢ per hour.

L-8 RETIREMENT AGE

L-8.01 Normal retirement age shall be 65 years for employees. Upon notifying the Union, the Employer may, however, continue to employ on a month to month basis, any employee who has attained retiring age.

L-9 SCHEDULING

L-9.01 Where the Hospital has an existing practice of scheduling part time work, it shall continue to do so setting forth the regular days and hours of work for each employee in their respective Department, and, will post them at least two (2) weeks prior to the commencement of the first work week covered by the schedule. In the case of a change in the posted shift of an employee at the request of the employer with less than twenty-four (24) hours' notice, the employee affected shall be paid one and one half (1 1/2) times her regular straight time rate of pay for the first shift of the new schedule. Such premium shall not apply when that change in schedule is requested by the employee and agreed to by the Employer. Employees may request a change or switch in their shift on forty-eight (48) hours' notice if they find another qualified employee to work in their place and, further, provided that such switch involves only the initial requesting employee and the single subsequent replacement employee.

The Employer will schedule a minimum one weekend off in three. This provision shall not apply in the case of employees who work weekends at their own request.

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 scheduled split shifts within a continuous twenty-four (24) hour period.

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

L-9.02 . Availability Commitment

Department Heads who determine a requirement for an availability commitment for a posted position will denote same on the posting. Work referenced in such postings will be pre-scheduled for a certain number of shifts.

Applicants applying for such a posted position will make their commitment in writing to the Department Head and will state that they are available for work on the following basis:

- (a) As required by the Hospital to work up to 48 weeks in a calendar year.
- (b) As required by the Hospital to work a maximum of 2 out of 3 weekends.
- (c) As scheduled on any shift either:
 - (i) December 25 and 26
 - or
 - (ii) December 31 and January 1
- (d) A minimum 15 hours work per week.

It is understood that the placement of any applicant whose commitment has been accepted by the Department Head will be subject to the placement criteria set out in Article 9.05.

L-10 CALL-INS

L-10.01 All employees will be scheduled wherever possible. Where call-ins are necessary in Departments or units where all part time employees are scheduled, they shall be conducted on a seniority basis starting with the most senior qualified employee and working through the seniority list of qualified employees until an employee accepts. On subsequent call-ins, the qualified employee on the seniority list following the last accepted call-in shall be contacted. Employees who specifically restrict their availability or employees who consistently refuse call-in shall be deemed to have been called in when the above-described call-in rotation passes them on the list.

In Departments where all part time employees are not scheduled, qualified employees on the seniority list, which shall include scheduled and unscheduled employees shall be contacted on a seniority basis starting with the most senior qualified employee and progressing through the seniority list until an employee accepts. On subsequent call-ins the qualified employee on the seniority list following the last accepted call-in shall be contacted. Employees who specifically restrict their availability or employees who consistently refuse call-in shall be deemed to have been called in when the above-described call-in rotation passes them on the list.

An employee shall have the right to refuse any call-in without penalty (save for those who consistently refuse call-in, who shall be dealt with as provided herein above).

L-11 HOURS OF WORK

L-11.01 Except in the case of students, the minimum number of hours of a shift shall be three (3).

L-12 HOLIDAYS

L-12.01 The following shall be recognized as 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).

An employee who is required to work on a designated holiday shall be paid one and one-half times his regular straight time rate of pay, exclusive of shift premiums, for all time so worked.

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.

L-13 VACATIONS

L-13.01 Vacation schedules shall be posted by May 1 of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

L-14 BULLETIN BOARDS

L-14.01 The Employer 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 Employer: (General Hospital Laboratory, 1; General Hospital Basement Corridor, 1; 3rd Floor R.E.C.U. 1; R.E.C.U. Basement 1; Laundry, 1; Power Plant 1;) provided that the use of such bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President or other authorized signing officer of the Union and have received prior approval of the Employer through the Executive Director or someone designated by him. (Present Bulletin Boards will be utilized by both the Full time and Part time Unions.)

L-15 NOTICE

L-15.01 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
46 General Hospital Drive,
Stratford, Ontario, N5A 2Y6

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

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

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 _____ day of _____ 19 ____ .

FOR C.U.P.E. LOCAL 424

FOR STRATFORD GENERAL HOSPITAL

take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.

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

Dated at Stratford, Ontario, this _____ day of _____ 19____

FOR C.U.P.E. LOCAL 424

Beverly Small

FOR STRATFORD GENERAL HOSPITAL

J. E. Hadwin

