

200

SOURCE	Hosp		
EFF.	91	09	99
TERM.	93	09	28
No. OF EMPLOYEES	138		
NOMBRE D'EMPLOYÉS	50		

**PART-TIME**

**COLLECTIVE AGREEMENT**

**between**

**Stratford General Hospital**

**(hereinafter called the "Hospital")**

**and**

**CUPE LOCAL 424**

**Service Agreement Part Time Employees**

**Expires: September 28, 1993**

JUN - 9 1995

0831/109

**SERVICE AGREEMENT PART 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 (a) - Regular Part-time Employee

A part-time **employee** in the bargaining unit who makes a commitment to the Hospital to be **available** to be scheduled for **work** by the Hospital on a regular predetermined **basis** and in respect of whom such **predetermined** scheduling **occurs**. Placement within this category shall be in accordance with the job posting provision<sup>8</sup> contained herein.

### 2.01 (b) - Casual Part-time Employee

A part-time **employee** in the bargaining unit who is employed on a relief or **replacement basis** and who is available for call-ins as circumstances demand.

### 2.01 (c) - Temporary Employee

**Employees** may be hired for a **specific term** not to **exceed** six (6) months, to replace an **employee** who will be on approved **leave of absence**, absence due to W.C.B. disability, **sick** leave, long term disability or to **perform** a special

non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited 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 predetermined bases 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 **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 - T4 Slips

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

### 5.02 - Notification to Union

The Hospital will provide the union with a list, **monthly** of 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 property **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 (as set out in **the Local Provisions Appendix**). **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 sewing 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.

#### 6.06 - Grievance Committee

The Hospital will **recognize** a Grievance **Committee** composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) 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, of 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~~ 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 Human Resources or designate. An employee has the **right** to request copies of any evaluations in this file.

## **ARTICLE 9 - SENIORITY**

### **9.01 - Probationan, Period**

A new employe<sup>8</sup> will be considered on probation until he has completed forty-five days (45) 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

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 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 Se

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 **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 thirty (30) calendar months from the time the disability or illness commenced,

Effective May 1, 1985 and for accumulation of seniority subsequent to May 3, 1985.

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

#### 9.04 - 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 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 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 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.

#### **9.05 - Transfer a Seniority Outside the Bargaining Unit**

Effective for employees transferred out of the bargaining unit subsequent to May 3, 1985:

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

**Note:** Employees outside the bargaining unit as of May 3, 1985 will be credited with whatever seniority they held under the collective agreement expiring

September 28, 1984 should they be returned to the bargaining unit subsequent to May 3, 1985.

#### 9.06 - 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.

#### 9.07 - Notice and Redeployment Committee

##### (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 six (6) months' written notice of the proposed layoff or elimination of position: and
- (ii) provide to the affected employee(s), if any, no less than six (6) 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

9.08 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.07(a)(ii) may:

- (a) accept the layoff: or
- (b) opt to receive a separation allowance as outlined in Article 9.10; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.02; 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 9.07.

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 employee is within 5% 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 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** six-month notice period provided for in **Article 9.07**.

#### Article 9.09 - 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 9.07(b)(i)**:

9.12 - 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 OUT10.01 - Contracting Out

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

10.02 - Contracting In

Further to Article 9.07(b)(i)(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 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 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 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) 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.

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. 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

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 thirty (30) days of billing.



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 - Jury & Witness Duty

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

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

In addition to the foregoing, where a part-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, he

shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) 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 Unemployment 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 Unemployment Insurance pregnancy **benefits** pursuant to Section 18 of the Unemployment 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 Unemployment 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** Unemployment

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 on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (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 Standard Text 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 Unemployment 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 Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment 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 unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment 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 Unemployment 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 on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (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 prepaid 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 - INJURY & DISABILITY**

### **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**

Part-time **employees** shall be entitled to a paid rest **period** of **fifteen** (15) minutes for each three and ~~three-quarter~~ **(3 3/4)** hours of work.

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 PAYMENT15.01 - 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

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 qualified employees whenever possible.

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.

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 (1/2) 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 (1/2) 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 (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 - 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%) her **straight** time hourly rate of **pay** for all **hours** worked on such holiday,

### 16.02 - Payment ~~for~~ Working Overtime on a Holiday

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

## ARTICLE 17 - VACATIONS

### 17.01 - Part-Time Entitlement, Qualifiers and Calculation of Payment

#### Progression on Vacation Schedule (Part-Timer)

Effective October **10, 1986** 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 September 29, 1984, 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%
6 week entitlement-	12%

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.

#### **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.

### **ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES**

#### **18.01 - 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, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time **hourly** rate for all straight time hours paid.

#### **18.02 Retirement Allowance**

Prior to issuing notice of layoff pursuant to article 9.07(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 Health and Safety Committee

- (a) The Hospital and the union agrees 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 cooperate 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 (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) 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 so spent attending such meetings shall be deemed to be work time for 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 cooperation 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 th employee's physician, the pregnancy may be at risk, If such a transfer is not feasible, the pregnant employee, if she so requests, wilt 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 20 - COMPENSATION

### 20.01 - Job Classification

When a new classification (which is covered by the terms of **this** collective agreement) is established **by** the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. **If** the local Union challenges the rate, it shall have the right to request a meeting **with** the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will **be** made within ten (10) days after the receipt of notice from the Hospital of such **new** occupational **classification** and rate. Any change **mutually agreed** to resulting from such meeting shall **be** retroactive to the date ~~that notice~~ of the new rate 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 W.C.B. an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

#### 20.02 - Promotion to a Higher Classification

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

#### 20.03 - Wages and Classification Premiums

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

#### 20.04 - Progression on the Wage Grid

Effective October 10, 1986 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 October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - DURATION21.01 - 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, 1993. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 - 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 day~~s~~ 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 ~~antral 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 Stafford, Ontario, this 4<sup>th</sup> day of Nov. 1994

**FOR THE LOCAL UNION**

[Signature]  
[Signature]  
Dolly Burdett  
Reynold A.M. Cote  
Representative  
Susan Spicing

**FOR THE HOSPITAL**

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Marie Ahmed



## 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
- Transfer to Lower Paying Classifications
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Board
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety

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.

## IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.



**PART-TIME**  
**COLLECTIVE AGREEMENT**  
**LOCAL ISSUES**

between

**Stratford General Hospital**  
Hereinafter called the "**Hospital**"

and

**CUPE LOCAL 424**  
Part Time Service Employees

**Expires: September 28, 1993**

SERVICE PART TIME LOCAL AGREEMENT

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LOCAL ISSUES

STRATFORD GENERAL HOSPITAL

(Hereinafter called the "Hospital")

AND

C.U.P.E. LOCAL 424

PART 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 Stratford General Hospital, in Stratford, Ontario, regularly employed for not more than twenty four (24) hours per week, save and except foreladies/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 persona 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 employe 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 - 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
C.C.R.U. RPNs	1 Steward
Acute Care - Ambulance Officers, Medical Attendants and RPN's	2 Stewards
Laboratory, Diagnostic Imaging, C.S.R. and Pharmacy	1 Steward
Nutrition and Food Services	2 Stewards
Housekeeping	2 Stewards
<b>TOTAL NUMBER OF STEWARDS - 9</b>	

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-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.

#### **ARTICLE 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 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-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

weekends off in four (4);

(c) as scheduled on any shift either:

(i) December 25 and 26 or

(ii) December 31 and January 1;

(d) a minimum fifteen (15) hours work per week.

#### ARTICLE L-10 CALL-INS

L-10.01 Any shift that becomes available after the schedule has been posted shall be made available to Regular Part-time employees in order of seniority if that employee does not have forty-eight (48) hours scheduled in a two (2) week pay period.

If the shifts are not picked up by the Regular Part-time employee, the shift will then be made available to Casual employee in order of their seniority starting with the most senior qualified employee and progressing through the seniority list until an employee accepts.

Employees who consistently refuse call-in shall be deemed to have been called in when the call-in rotation passes them on the list.

An employee shall have the right to refuse any call-in without penalty.

#### ARTICLE 11-01 HOURS OF WORK

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

#### ARTICLE 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,

#### ARTICLE 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.

#### ARTICLE L-14 BULLETIN BOARDS

L-14.01 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. outside female locker room 1; Avon Crest Basement 1; Laundry, 1; Power Plant 1;) provided that the use of such bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President or other authorized signing officer of the Union and have received prior approval of the Hospital through the Executive director or someone designated by him.

#### ARTICLE L-15 MEAL AND TRANSPORTATION ALLOWANCE

L-15.01 A staff member required to work more than 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-15.02 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 kilometer 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

#### ARTICLE L-16 CERTIFICATE OF COMPETENCE

L-16.01 A Registered Practical Nurse is require 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-16 LABORATORY COATS**

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.

**ARTICLE L-17 SHIFT ENGINEERS - NAME TAGS**

L-17.01 Shift Engineers shall be given name tags designating them as such.

**ARTICLE L-18 - PARKING CARDS**

L-18.01 All employees with a parking card as per the Hospital policy will pay for parking by payroll deduction.

**ARTICLE L-19 NOTICE**

L-19.01 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:**

Recording-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 4<sup>th</sup> day of Nov. 1994

FOR C.U.P.E. LOCAL 424

Alma ...  
Linda ...  
Raymond A. Melato  
Representative  
Doug Burdick  
Susan Hysing

FOR STRATFORD GENERAL HOSPITAL

[Signature]  
[Signature]  
[Signature]  
Barbara Collins  
Maie Omerod

