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**PART-TIME**

**COLLECTIVE AGREEMENT**

**between**

**Stratford General Hospital**

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

**and**

**CUPE LOCAL 424**

**Clerical Agreement Part Time Employees**

**Expires: September 28, 1993**

**ENTERED**

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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 - Term a Emp

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 - TATI A MMTT6.01 - Union Activity on Premises and/or Access to Premises

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

6.02 - Labour-Management Committee

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



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

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

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

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

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

#### 6.03 - Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee **representatives** of the Union for the purpose of negotiating a renewal agreement (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 serving** on the Union's Central Negotiating

Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

#### 6.05 - Union Stewards

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

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

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

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

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

The number of stewards and the areas which they represent, are to be determined locally.

#### 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 or arbitration. A claim by an employee **who** has completed his probationary period that he has been unjustly discharged or **suspended** shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the **Grievance or Arbitration Procedure** by:

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

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

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

- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The ~~two~~ nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No ~~person~~ may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be ~~submitted~~ to ~~arbitration~~ which has not been properly ~~carried~~ through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the ~~Arbitration~~ Board will be expedited by the parties hereto and the ~~decision~~ of the ~~majority~~ and, where there is no ~~majority~~ the decision of ~~the~~ chairman will ~~be~~ final and binding upon the parties hereto and the employee or ~~employees concerned~~.
- 7.14 Each of the ~~parties~~ hereto will bear the expense of the nominee appointed by it and the ~~parties~~ will share equally the fees and expenses, if any, of the ~~chairman~~ of the ~~Arbitration~~ Board.
- 7.15 The time limits set out in the Grievance and ~~Arbitration~~ Procedures herein are mandatory and failure to comply strictly ~~with~~ such time limits except by the ~~written~~ agreement of the parties, shall ~~result~~ in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.

- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply

## ARTICLE 8 ACCESS TO FILES

### 8.01 - Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of 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 employee 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 - Part-time Employees

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 Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and 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 and 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 in (i) above shall be considered notice to the Union of any subsequent layoff.

##### (b) Redeployment Committee

At each **Hospital** a Redeployment Committee will be established not later than two (2) **weeks** after the notice referred to in 9.07 and will meet thereafter **as** frequently as is necessary.

##### (i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.09, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 - 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 9.18; 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 pasting 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):

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

(iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.09(a)(i).

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

(c) Regional Redeployment Committee

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

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

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

tit 9 - Separation

(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.07(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.



- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.07(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

#### Article 9.11 - Portability of Service

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

#### 9.12 - 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 OUT

### 10.01 - Contracting Out

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

### 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.
- (9) ~~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 Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least ~~two~~ (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of ~~absence~~, ~~in~~ writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of Confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in ~~writing~~, the request ~~may~~ be made verbally and subsequently verified in writing.

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

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

- (e) Effective on confirmation by the 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 upgrading 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 prepaid leave program in accordance with this **Article of** the collective agreement.  
12.10
  - (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 PAYMENT

### 15.01 - Definition of **Regular Straight Time Rate of Pay**

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

### 15.02 - Definition of Overtime

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 compensaiton** 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 (1½) 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-Time)

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 9.07(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, 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 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 amendment<sup>8</sup> 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 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 4<sup>th</sup> day of Nov. 1994

FOR THE LOCAL UNION

Dolly Buedert  
Beryl A. H. Cote  
Representative  
Susan Spusing  
Linda McLeod  
Christina Smith

FOR THE HOSPITAL

André P. Helli  
John Hyman  
Barbara Collins  
Greg Coe  
Marie Amirod

## 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 Boards
- 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 Office and Clerical Employees**

**Expires: September 28, 1993**

OFFICE AND CLERICAL 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 OFFICE AND CLERICAL AGREEMENT

**ARTICLE L-1 RECOGNITION AND COVERAGE**

**L-1.01** The Hospital recognizes the Union as the sole and exclusive bargaining agency with respect to all matters properly arising under this Agreement for all employees of the Hospital employed for not more than twenty four (24) hours per week, save and except supervisors, persons above the rank of supervisor, accountant, three (3) secretaries to the Executive Offices, one (1) secretary to the Human Resources Office and two (2) secretaries to the Nursing Office. Student Nurses in training, Medical staff, paramedical employees and persons for whom any trade union held bargaining rights as of November 7, 1990.

**ARTICLE L-2 MANAGEMENT RIGHTS**

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

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

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



### ARTICLE L-3 UNION SECURITY

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

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

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

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

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

### ARTICLE L-4 = 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.

- (1) Main Office, Health Records - 1 steward
- (2) Laboratory, Diagnostic Imaging and Purchasing - 1 steward
- (3) Nursing, Patient Registration, Ward Clerks and Nutrition and Food Services - 1 steward
- (4) Special Services, Avon Crest - 1 steward
- Total number of stewards - 4

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 Personnel Department within 30 days of posting, failing which the list shall be deemed to be final and conclusive.**

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

**ARTICLE L-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.

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 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.

#### ARTICLE 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. **hi 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.

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.

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

#### **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.

#### **ARTICLE L-10 CALL-INS**

- L-10.01** All employees **will be scheduled** wherever possible. **Where** call-ins **an 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.

#### 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 PARKING CARDS

- L-16.01 **All** employees with a parking **card** as per the Hospital policy **will** pay for parking by payroll deduction.

ARTICLE L-17 NOTICE

L-17.01 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

Dolly Boudart  
Lucas Spang  
Raymond L. M. Gots  
Representative

FOR STRATFORD GENERAL HOSPITAL

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Marie Amirood