

LOCAL ISSUES ONLY

PART TIME

COLLECTIVE AGREEMENT

BETWEEN

GERALDTON DISTRICT HOSPITAL

(hereinafter called the "Hospital")

and

CUPE LOCAL 3074

Expiry date: September 28, 2004

**12104 (03)**

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APPENDIX B - LOCAL ISSUES  
(PART TIME)

ARTICLE A - RECOGNITION

A-1           The Hospital agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Geraldton District Hospital Inc. in the town of Geraldton regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, registered and graduate nurses, paramedical employees, office and clerical staff, supervisors, persons above the rank of supervisor, security guards, and students employed in a co-operative work study program.

ARTICLE B - MANAGEMENT RIGHTS

- B-1           The Union acknowledges that it is the exclusive function of the Hospital:
- (a)           Generally to manage and operate its hospitals in all respect, and without in any way restricting the generality of the foregoing, to determine the kinds, locations and number of Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments, and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Hospitals, to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interest of the safety and well-being of the patients in its hospital, and the public.
  - (b)           To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations, that do not expressly contravene any other articles of this Collective Agreement, to be observed by the employees. The Hospital will provide the Union with copies of any rules and regulations that are generally published and issued to employees.
  - (c)           To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shifts, and to increase and decrease the working forces, provided that a claim by an employee of discriminatory promotion, demotion, transfer, of discipline or suspension, or a claim by an employee that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided.
  - (d)           The Hospital shall administer its rights in a manner which is not inconsistent with the other provisions of this Agreement.

## ARTICLE C - DUES DEDUCTION

- C-1 A check-off of an amount equal to the Union dues shall apply to all employees in the bargaining unit. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union according to its constitution. All deductions made under this provision will be remitted monthly to the proper authorized official of the Union together with a list of the employees' names eligible for such deduction.
- C-2 The Union agrees to save the Hospital harmless with respect to all deductions and remittances made from employees' pay as provided herein.

## ARTICLE D - CONSTITUTION OF LOCAL BARGAINING & GRIEVANCE COMMITTEES

- D-1 The Hospital agrees to recognize the following representatives of the Union:
- (a) Four **(4)** employees as stewards representing both full-time and part-time bargaining units.
  - (b) A Negotiating Committee of not more than four **(4)** employees representing both full-time and part-time bargaining units. The Union will endeavour to ensure that two (2) of the employees are from each bargaining unit, however, if unable to do so, at least one (1) of the four **(4)** employees will be from the other bargaining unit.
  - (c) The Labour Management Committee shall consist of four **(4)** representatives of the Union and an equal number of representatives from the Hospital. This Committee will meet at least three (3) times per year (Spring, Fall, and Winter), to be scheduled by the Committee.
  - (d) The Grievance Committee shall consist of three **(3)** representatives of the Union (Executive and Stewards), representing both full-time and part-time bargaining units.
- D-2 Copies of policies, rules or regulations adopted by the Board which affect the members of this Union will be forwarded to the Union and will be an appropriate matter for discussion at Labour Management Committee meetings.

## ARTICLE E - SENIORITY LISTS

- E-1 A seniority list will be established for all part-time staff, by department. This list will be updated each year and posted in April and October of each year.

## ARTICLE F - SCHEDULING

- F-1** The normal hours of work shall be worked in accordance with shift schedules as determined by the Hospital.
- F-2** The Hospital does not guarantee to provide employment or work for normal hours or for any other hours.
- F-3** The night shift shall be considered the first shift of the day.
- F-4** The schedule will be posted by the 15th day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules may be granted where such requests are submitted in writing and are co-signed by the employees willing to exchange the day off or tour of duty. It is understood that such change in tour duty initiated by the employee and approved by the Hospital shall not result in overtime payment. Except in unforeseen circumstances, requests for specific days off must be submitted in writing no less than seven (7) days in advance of the posting date of the schedule which covers the requested time off.
- F-5** Regular Part-Time Commitment
- A regular part-time employee shall make a written commitment to be available for work as required by the Hospital on the following basis:
- (1) Available for three (3) out of five (5) weekends;
  - (2) Available to work three (3) shifts (22.5) hours per week;
  - (3) Available to work all tours of duty;
  - (4) Available to work as scheduled on any tour either:
    - (i) December 25th and 26th, or
    - (ii) on December 31st and January 1st(i) and (ii) will be alternated annually;
  - (5) Available to work four (4) paid holidays in the calendar year in addition to (4) above;
  - (6) Available for either the month of July or August;
  - (7) Regular part-time employees will be scheduled to work in accordance with their full

commitment of three (3) shifts (**22.5** hours) per week prior to offering any shift to casual part-time employees.

- F-6 Unless otherwise mutually agreed, schedules will not be changed once posted, without notification and consent of the employees.
- F-7 Regular part-time staff will be called, in order of seniority, to replace staff absences. Should there be no regular part-time available, casual staff will be called, in order of their seniority.
- F-8 Casual staff will not be regularly scheduled.
- F-9 (This clause pertains to RPNs only)
- (a) Long Term Care and Acute Care will be considered as two separate units for the purposes of this clause only.
  - (b) For staff absences, RPNs will be called/scheduled in order of seniority with their own unit, up to 22.5 total hours per week (total hours means: including scheduled hours).
  - (c) For staff absences, RPNs outside the Unit will then be called/scheduled in order of seniority up to 22.5 hours per week.
  - (d) Thereafter, any additional shifts because of staff absence will be first offered to regular part-time within the unit up to 37.5 hours per week; then offered to regular part-time on the other unit up to 37.5 hours per week, then offered to casuals in order of seniority.
  - (e) This clause will supersede the other clauses dealing with scheduling.
- F-10 Cancellation of Shift
- (1) At least two (2) hours' notice shall be provided to employees who have their shifts cancelled in order to allow them to "bump" junior employees.
  - (2) Employees exercising their "bumping rights" shall do so as follows:  
  
Providing the senior employee is qualified to do the work of the junior employee and no double shift results (i.e. 16 hours straight work) and no overtime results, the senior qualified employee who has a shift cancelled may elect to displace the most junior employee who is scheduled to work a shift within twenty-four (24) hours of the start of a cancelled shift.
- F-11 The refusal of shift(s) offered counts towards the number of additional shift(s) offered.

## ARTICLE G - QUALIFIERS OF HOLIDAYS

### G-1 Designated Days

In accordance with Article 15.01, the following are designated as holidays:

New Year's Day (Jan)	Labour Day (Sept)
Good Friday	Thanksgiving Day (Oct)
Victoria Day (May)	Remembrance Day (Nov)
Canada Day (July)	Christmas Day (Dec)
Civic Holiday (Aug)	Boxing Day (Dec)
Easter Monday	

## ARTICLE H - COMMUNICATION TO UNION

H-1 All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the Hospital's designated representative and the Union's President and Secretary.

## ARTICLE I - ADMINISTRATION - RE: PAYMENT OF WAGES

- I-1 The Hospital agrees that salary/wages will be paid on a regular bi-weekly basis every second Friday, When a statutory holiday falls on that day, salary/wages will be paid one (1) day in advance.
- I-2 This bi-weekly pay is calculated by multiplying the monthly rate by twelve (12) and dividing by twenty-six (26).
- I-3 The Hospital may give credit for previous experience of one (1) year on the wage scale for every two (2) years' experience, to a maximum to Step Two (2) on the wage scale.
- I-4 Employees will speak to their immediate Supervisor regarding any errors or omissions found on their pay statement as soon as possible after the discovery of such.
- I-5 The Hospital agrees to draw up job descriptions for all positions and classifications within the bargaining unit. The Hospital agrees to seek input from the staff within each position or classification at the department staff meeting level. The Hospital will maintain the right to amend all job descriptions as necessary after seeking input as above. The Union will be provided with copies of such job descriptions and any amendments when introduced.

ARTICLE J - GENERAL

J-1            Copies of Collective Agreement

A copy of this Collective Agreement shall be issued by the Hospital to each member in the bargaining unit. The cost of printing the Agreement will be shared equally between the Hospital and the Local Union. The printing of the Agreement will be in a mutually acceptable format.

J-2            Bulletin Boards

The Hospital will provide the Union with space on one (1) bulletin board for the posting of notices pertaining to items of interest to the bargaining unit members.

J-3            Certificate of Competence - RPN

A Registered Practical Nurse is required to present to the Director of Nursing Services or her designate, before February 15th of each year, her current Certificate of Competence.

ARTICLE K - VACATION ADMINISTRATION

K-1            The Hospital recognizes the need of each employee to have an annual vacation and provides for same as follows:

The vacation year or earning period shall be from April 1st in any given year to March 31st of the following year.

K-2            A list of vacation earned by each employee will be posted by department on April 1st of each year.

K-3            An employee shall request the time for his/her vacation in the subsequent year with his/her Manager no later than May 1st of the year for which the leave is requested. Such arrangement shall be confirmed by the Hospital by May 15th of that year.

K-4            Vacations within each category will be arranged in order of seniority until May 1st. If not submitted by May 1st, it will be on a first come basis. Once an employee has indicated a preferred vacation period, the employee may not then exercise seniority rights to change the stated period.

K-5            Vacation may not normally be accumulated from one year to the next, but must be taken each year as earned unless otherwise arranged with the Manager and the Chief Executive Officer.



- K-6 In the case of an employee wanting special vacation time and where a mutual agreement cannot be reached between the employee and Manager, the Chief Executive Officer shall determine when the vacation may be taken.
- K-7 Vacation must be taken in periods of not less than three (3) consecutive working days.
- K-8 Vacation will only be granted during the Christmas and New Year's holiday period (December 15 to January 15) provided the Hospital is adequately staffed during this period.

#### ARTICLE L - CLOTHING ALLOWANCE TO UPHOLD HOSPITAL DRESS CODE

- L-1 On April 1st of any year, an allowance of one hundred & ten dollars (\$110.00) will be paid to all employees towards the purchase of uniforms. Casuals must have worked within three (3) months prior to April 1st to be eligible.

#### ARTICLE M - TRANSFERS

M-1 Transfer and Seniority Outside of the Bargaining Unit

The effective date of Central Agreement Clause 9.06 shall be September 20, 1990.

M-2 Transfer to Lower Paying Classification

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a lower paying classification within the bargaining unit for a period in excess of one shift, the employee shall receive the rate closest to the rate prior to the transfer to a maximum to Step 2 of the lower paying classification wage scale.

Where an employee applies to a vacancy to a lower paying classification through the job posting provision, the Hospital may give credit for previous experience of one (1) year on the wage scale for every two (2) years' experience to a maximum to Step 2 on the wage scale.

#### ARTICLE N - NUTRITIONAL NEEDS

- N-1 The Hospital will endeavour to provide food/snack vending machines for use by all staff.

ARTICLE O- NOTICE OF TERMINATION OF EMPLOYMENT BY HOSPITAL/EMPLOYEE

O-1 Notice of Retirement

Three (3) months written notice of retirement is recommended, where circumstances permit. The retiring employee is asked to submit application for Pension Benefits at the same time. Written notice will be submitted to the immediate Manager.

O-2 Notice of Resignation

Four (4) weeks' written notice of resignation is recommended, where circumstances permit. Written notification must be submitted to the immediate Supervisor.

ARTICLE P - JOINT HEALTH AND SAFETY/MODIFIED WORK PROGRAM

P-1 Joint Health and Safety Committee

The parties agree that the Hospital has had a good functioning Joint Health and Safety Committee and that they have developed a good policy and procedure manual.

The Hospital and the Union recognize their joint responsibility to provide a Joint Occupational Health and Safety Program.

Therefore, the Hospital and the Union agree that a Joint Occupational Health and Safety Committee will be maintained, and that representation from all hospital groups will participate, with equal representation from workers and Management.

The parties further agree that the composition, mandate, operation, structure and terms of the committee shall be jointly agreed upon by all parties.

P-2 Modified Work Program

2.1 The parties jointly agree to the Modified Work Program Policy and Procedures contained in the Hospital's Policy and Procedure Manual.

2.2 All employees have access to this policy.

2.3 The parties agree to consult and jointly discuss amendments to such program as may be required prior to implementation.

2.4 Right to Grievance

If any section of this program has been violated or if an employee feels that they have been unjustly dealt with in the application or nonapplication of this policy, they may file a grievance which shall be processed, including arbitration if necessary, in accordance with the terms of their collective agreement.

Dated at Geraldton, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE LOCAL UNION

FOR THE HOSPITAL

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