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COLLECTIVE AGREEMENT

Between

THE TRUSTEES OF THE OTTAWA CIVIC HOSPITAL

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

SOURCE	Hosp.		
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TERM.	91	03	31
No. of EMPLOYEES	200		
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APRIL 1, 1988 to MARCH 31, 1991

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COLLECTIVE AGREEMENT

Between

THE TRUSTEES OF THE OTTAWA CIVIC HOSPITAL

(hereinafter called the "Hospital")

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

(hereinafter called the "Association")

APRIL 1, 1988 to MARCH 31, 1991

PURPOSE

Whereas it is the intent and purpose of the Hospital and the Association to establish and maintain an harmonious collective bargaining relationship and to provide a method for the prompt and equitable adjustment of grievances of employees in the employ of the Hospital, or of disputes between the parties without unnecessary delay or expense, or diminution of services to the public, as well as to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees in the employ of the Hospital subject to the provisions of this agreement.

1. DEFINITION

- 1.1. (a) "Employee" means an employee of the Ottawa Civic Hospital for whom the Association is the recognized collective bargaining agent.
- (b) "Full time employee" is defined as an employee who is regularly scheduled to work the normal hours of work described in Article 9.
- (c) "Regular part-time employee" is defined as an employee who is regularly scheduled to work less than the normal hours of work described in Article 9.

- (d) "Temporary employee" is defined as an employee either on a part-time or full-time basis;
- a) is employed for a specific purpose or task normally not to exceed four (4) calendar months, or
  - (b) is employed as relief coverage for a permanent employee who is on authorized leave.
- (e) "Casual employee" is defined as an employee who works only when called to do so.
- (f) Temporary and casual employees shall be entitled to all rights and privileges of this agreement except as otherwise provided herein and except in respect to discharge, layoff, recall or promotion. The employment of such individuals may be terminated at any time without recourse to the grievance procedure and they shall not accumulate seniority except as outlined in Article 11.5. For the purpose of applying the provisions of this agreement, temporary employees shall be treated as either regular part-time employees or as full-time employees, depending on the hours which they are regularly scheduled to work.

1.2 "President" means President of the Ottawa Civic Hospital.

1.3 Masculine and Feminine

Wherever the masculine pronoun is used in this Collective Agreement, it includes the feminine pronoun where the context so requires. Where singular is used, it may also be deemed to mean plural.

1.4 Departments

Departments shall be interpreted to mean the Departments of Pharmaceutical Services, Dietetics, Occupational Therapy and Physiotherapy.

1.5 Registered Pharmacist

A Registered Pharmacist is defined as a person who is registered by the Ontario College of Pharmacists in accordance with the Health Disciplines Act as amended. A Registered Pharmacist is required to present to the Director of Pharmaceutical Services by March 31st of each year, the current registration certificate.

2. RECOGNITION

- 2.1 The Ottawa Civic Hospital recognizes the Association of Allied Health Professionals: Ontario, or its successors, as the sole collective bargaining agent for the persons described in the certificates issued by the Ontario Labour Relations Board May 18, 1976 and June 23, 1986. The parties agree to interpret the combined contents of these certificates as follows:

All Physiotherapists, Occupational Therapists, Pharmacists and Clinical Dietitians in the employ of the Trustees of the Ottawa Civic Hospital in Ottawa, save and except supervisors, persons above the rank of supervisor and persons covered by subsisting collective agreements, constitute a unit of employees for collective bargaining.

- 2.2 It is also agreed that persons, while classified as Pharmacy Residents, Dietetic Interns, Physiotherapy and Occupational Therapy Interns and graduate students, shall not be included in the bargaining unit.
- 2.3 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, or in emergencies when regular employees are not readily available. Management shall not perform duties normally performed by members of the bargaining unit which shall directly cause or result in the lay-off, loss of seniority, service or benefits to members of the bargaining unit.

3. MANAGEMENT RIGHTS

3.1 It shall be the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees.
- (b) Hire, discharge, classify, direct, transfer, layoff, 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.

3.2 Re-organization affecting members of the bargaining unit requiring layoff or deletion of classifications shall be discussed with the Association at least one (1) month prior to implementation.

When, during the life of this agreement a new classification is created, the employer agrees to provide the Association with a draft job description and salary scale applicable to the new classification before the job is posted.

If the Association is not in agreement with the salary scale, it shall have the right to request a meeting with the employer to endeavour to negotiate a mutually satisfactory scale. Any change mutually agreed to, resulting from such a meeting, shall be retroactive as agreed by the parties.

When the duties of a classification are substantially changed, Article 21.2 will apply.

If the Hospital and Association cannot agree on a new rate for the new classification or for the change in duties, the Association will have the right to process the matter in accordance with Article 23.2(c) of the grievance procedure.



4. ASSOCIATION RESPONSIBILITIES

- 4.1 The Association agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on the employees by any of its members or representatives, and there will be no solicitations for membership in the Association during the employees' working hours, and no Association activity or meetings on Hospital premises except as otherwise provided in this Collective Agreement unless specific permission is granted by the Vice-president, Human Resources or his designate.
- 4.2 The Association recognizes the right of Management to operate and manage the Hospital in all respects in accordance with its obligations and pursuant to its policies and to make and alter from time to time, rules and regulations to be observed by the employees. These rules and regulations and policies shall not be inconsistent with the provisions of this agreement.
- 4.3 Representatives of the Association may enter the Hospital property but permission may be restricted by the President.
- 4.4 A copy of the Collective Agreement shall be supplied by the Hospital to each employee in the employ of the Hospital and as employed. The cost of printing of the Collective Agreement shall be shared equally between the employer and the Association. The Hospital shall supply to each employee, as hired, a copy of the A.A.H.P.O. information sheet together with a list of the Executive and representatives.
- 4.5 The Association shall keep the Hospital notified in writing of the names of its officers and staff representatives and their alternates, and the name or names of its other authorized representatives and the respective dates of their appointments, as well as their mailing addresses.

- 4.6 The Hospital shall provide space for a bulletin board in staff cafeteria upon which Association notices shall be posted, provided that all bulletins or notices are signed by the Bargaining Unit Representative with a copy to the Vice-president, Human Resources. It will be the responsibility of the Association to post and clear notices from the Board.

The Association shall have the privilege of posting notices on clip boards located in the Physiotherapy, Occupational Therapy, Dietetics and Pharmacy Departments. The above notices will not conflict with the purpose and intent of the Collective Agreement, to maintain harmonious collective bargaining relationships.

- 4.7 The Association may use accommodation in the Hospital for meetings at times mutually agreed upon by the Hospital and the Association, provided such meetings are held outside normal working hours.
- 4.8 Notices to Association representatives may be delivered by Hospital facilities.
- 4.9 The employer agrees to provide the Bargaining Unit Representative with a list of the names and addresses of all new employees within 30 days of their date of employment.

During the probation period of a new employee a staff representative shall be allowed up to 15 minutes within working hours to discuss the benefits and duties of Association membership, and have the new employee sign an Association membership form.

An employee representative will not leave her regular duties without first obtaining permission from her supervisor and, when she is entering a work area other than her own, she will obtain permission from the supervisor of that area.

Such permission shall not be unreasonably withheld.

en such business is completed, the employee representative shall notify the supervisor that she is leaving the area and will notify her own supervisor on her return to her normal duties.

5. ASSOCIATION OFFICIALS

- 5.1 The Association shall notify the Hospital in writing of the names of the members of the various committees described below, and they shall thereupon be recognized by the Hospital.
- 5.2 Members of the Committees described below shall be known as Staff Representatives, and no employee shall be eligible to serve as a Staff Representative or to represent employees in the processing of grievances arising under this Agreement unless such employee has completed probation and is not a temporary or a casual employee.
- 5.3 The Bargaining Committee shall be composed of four (4) members of the Association. The Bargaining Committee shall have the right to the assistance of any advisors that they may consider necessary. In the event Bargaining Committee Representatives shall meet jointly with the Hospital during working hours, they shall not lose any remuneration thereby.
- 5.4 The Grievance Committee of the Association shall be composed of four (4) members of the Association. Any Staff Representative of the Association on the Grievance Committee employed by the Hospital shall have the privilege of attending the formal grievances held within working hours without loss of remuneration.
- 5.5 There may be a regular monthly meeting of an Association/Management Committee to discuss mutual problems. Any Staff Representative of the Association appointed to this Committee shall have the right of attending joint meetings of the said committee with Hospital representatives held within working hours without loss of remuneration.

The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness. The Hospital agrees to accept as a ~~member~~ of its Accident Prevention - Health and Safety Committee one representative of the Association. The Staff Representative shall not suffer any loss of remuneration by virtue of her attendances at meetings of the Committee.

5.6 It is understood that Association representation on each of the committees described above shall be restricted to one employee from each department. It is also understood that each of the parties shall provide adequate notice of meetings at least twenty-four (24) hours in advance.

5.7 Salaries of witnesses called by the A.A.H.P:O and the A.A.H.P:O. representatives will not be paid by the Hospital during attendance at arbitration hearings.

## 6. NO STRIKES OR LOCKOUTS

6.1 The Association, believing as a matter of professional ethics that patient care is its primary concern, agrees that there shall be no strikes and the Hospital agrees that there shall be no lockouts during the term of the operation of this Agreement.

6.2 In the event that any employees or groups of employees engage in an unlawful activity or activities, the Hospital will take all necessary steps to provide protection for employees coming from and going to their workplace.

## 7. ASSOCIATION SECURITY AND CHECK-OFF

7.1 The Hospital shall deduct from the pay due to each employee covered by this Agreement, a sum equal to the amount of the bi-weekly Association dues.

7.2 Notice of any change in the amount of Association dues will be provided in writing by the Association to the Vice-president, Human Resources, at least two months prior to the commencement of the pay period in which the new rate is to be implemented.

- 7.3 es are to be deducted on a bi-weekly basis over 26 pay periods per year.
- 7.4 The total amount of Association dues collected shall be remitted by the Hospital to the Treasurer of the Association monthly, together with a list of the names of the employees from whom dues deductions have been made within 30 days after such deduction is made, whenever possible. The Hospital also agrees to include the total amount of Union dues deducted in each calendar year on the employees' T-4 forms.
- 7.5 The Hospital agrees to furnish the Bargaining Unit Representative, in the months of June and December of each year, with a list of the employees in the Bargaining Unit, together with the last addresses and date of employment of continuous service according to the Hospital records.
- 7.6 In consideration of the deducting of Association dues by the Hospital. the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

8. CONDITIONS OF EMPLOYMENT

- 8.1 The nature of hospital care is such that in time of emergency it may be necessary for an employee to perform work not normally required in his job and therefore the requirement of the moment may determine the type of work to be performed. The performance of such work beyond two (2) working days shall be subject to the prior agreement between the Association and the Hospital.
- 8.2 (a) All employees refusing, without good and sufficient reasons, to take a medical or x-ray examination at the request of the Hospital may be dismissed from the service of the Hospital.

- (b) All employees refusing without good and sufficient reasons to undergo vaccination or inoculation and other clinical procedures when required may be transferred to another job or placed on leave of absence without pay until the emergency is over. Should an employee be absent from duty due to a reaction which, in the opinion of the Director of Health Services, is directly attributable to an immunization, remuneration will be discussed on an individual basis. The words "other clinical procedures" refer to those covered by the Public Hospitals Act.
- 8.3 It shall be the duty of employees to notify the Hospital promptly of any change of address, telephone number, name, next of kin, marital status, and number of dependents. Should an employee fail to notify the Hospital of a change of address, the Hospital shall not be held responsible for the failure of any notices which may be required under the terms of this agreement to reach such employees. Any such notices as are required herein shall be made by registered mail.
- 8.4 The compulsory retirement age for all employees will be 65 years of age and in keeping with Hospital policy they must retire not later than the end of the month in which their 65th birthday falls.
- 8.5 It is recognized that the Hospital must deduct Income Tax and Canada Pension Plan and Unemployment Insurance Plan premiums as required by law. It is further recognized that it is a condition of employment for employees to enrol in such group plans as the Hospitals of Ontario Pension Plan and the Hospital of Ontario Group Life Insurance Plan in accordance with the regulation of these plans.

8.6 : recognition of the desirability of maintaining the highest possible standards of care for the public, the Hospital and the Association agree from and after the commencement of this Agreement that it shall be a condition of employment that each employee herein shall be eligible for membership in a professional association pertaining to the health profession which any employee so affected is practising.

9. HOURS OF WORK

9.1 The normal work day shall be composed of one (1) full shift of seven and one-half (7 1/2) hours exclusive of a meal time, and the bi-weekly work period shall be composed of a seventy-five (75) hour fortnight excluding the unpaid meal time unless another arrangement is acceptable both to the employee concerned and to management. The Association shall be notified in writing when an employee and management mutually agree to change the hours of any pre-determined shift or bi-weekly pay period under such an arrangement. Notification shall be required only when the change extends beyond a bi-weekly pay period.

9.2 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half shift worked.

9.3 The changing of Daylight Saving Time to Eastern Standard Time or vice versa shall not be the cause of paying more or less than the normal scheduled daily rates during the week in which such change takes place.

9.4 Scheduling

Normally all work and rotation schedules shall be prepared and posted so that the employees will be aware of their rotation schedules at least six (6) weeks in advance.

9.5 Work schedules may be subject to change due to illness, termination or other unforeseen cause, and when such change is unavoidable, it will be discussed with the employees concerned with as much advance notice as possible.

Scheduling will be in effect for all employees and embody the following conditions:

- (a) Four (4) days off shall be scheduled in a two (2) week pay period.
- (b) Normally, two (2) consecutive days off at a time will be scheduled.
- (c) Not more than eight (8) consecutive days of work will be scheduled without days off except by consent of the employee.
- (d) A request for a change in the posted time schedule must be submitted in writing to Management and co-signed by an employee willing to exchange days off or shifts. It is understood that such change in shifts or days off initiated by the employees and approved by the hospital shall not result in overtime payment.
- (e) Employees, by written request, may be granted a permanent evening or night shift when a vacancy occurs.
- (f) Operations permitting, Management shall accommodate employees' requests for scheduling of days off.
- (g) Where there are no scheduled days of work between a week-end and at least four (4) scheduled vacation days, employees will receive those week-ends off subject to other scheduling regulations in this agreement.

#### 10. OVERTIME, STANDBY, CALLBACK

10.1 Overtime is defined as authorized hours worked in excess of a pre-determined shift. All calculations for overtime shall be based on units of completed 1/4 hours.

10.2 Payment for overtime shall be at the hourly rate of 1 1/2 times the regular hourly rate when authorized by Management. However, if mutually agreeable, time off in lieu may be taken by the employee on the basis of 1 1/2 hours for each overtime hour worked.



10. When time off in lieu (compensatory leave) is mutually agreed to, it shall be scheduled at a time that is mutually acceptable to the employee and her immediate supervisor. Compensatory credits may be accrued up to a maximum of three (3) working days at which time they must be used within sixty (60) calendar days, otherwise payment will be made in accordance with Article 10.2.

Compensatory credits will not be carried forward from one fiscal year to another. All unused compensatory credits will be paid out on March 31st of each year or as soon as possible thereafter.

#### 10.4 Standby

When the Hospital advises an employee that he is on standby, i.e. that he shall remain available, by means of direct telephone contact, to report to work he shall be paid at the rate of \$2.10 for each hour that he is so required to remain on standby. The number of hours paid for callback shall be deducted from the hours of standby.

#### 10.5 Callback

All employees who are called back and are required to work outside of their regular working hours shall be paid at the overtime rate of pay with a minimum allowance of three (3) hours and the Hospital will also pay for transportation as defined in Hospital policies. The number of hours paid for callback shall be deducted from the hours of standby.

### 11. SENIORITY

- 11.1 "Length of Service" is defined as that fixed continuous period of time from commencement to termination of employment with the Hospital.

11.2 A new employee shall be considered a probationary employee until he has worked for a total of 487.5 hours of actual work for the Hospital, or for six (6) calendar months, whichever comes first. The dismissal of a probationary employee shall not be open to question by the Association nor shall the dismissal be the subject of a grievance. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.3 A probationary period may be extended by a period of one (1) calendar month with correspondence forwarded to the Association.

The employee shall receive in writing the reasons for the extension of her probationary period.

11.4 (a) Seniority shall be recognized by the Hospital based on the length of service of the employee in the bargaining unit from the last date of hire. Seniority shall be retained but not accumulated during periods of unpaid absence, except as provided by this agreement, in excess of 30 calendar days.

(b) Notwithstanding the above, an employee hired prior to the signing of this collective agreement will be credited with the seniority they held under the agreement which expired 31 March 1987 and will thereafter accumulate seniority in accordance with this Article.

(c) A part-time employee shall accumulate seniority on the basis of 1500 hours worked being equivalent to one (1) year of seniority.

11.5 In the event that a temporary employee is retained by the Hospital on a permanent basis, her seniority and service for the purpose of benefits, vacation, sick leave credits and merit increase shall be retroactive to her original date of hire as a temporary employee, and her period of temporary employment shall be applied towards her probation period which shall be decreased proportionately.

11 n the event that a casual employee is retained by the Hospital on a permanent basis, her seniority and service for the purpose of applying the provisions of this agreement shall be retroactive to her original date of hire as a casual employee, and her period of casual employment shall be applied towards her probation period which shall be decreased proportionately. Seniority and service, for the purpose of this clause, shall be calculated on the basis of 1500 hours worked being equivalent to one (1) year.

12. PROMOTION AND STAFF CHANGES

12.1 Job Postings

- (a) The Hospital agrees to post notices on the authorized notice board of all vacancies in the bargaining unit for a minimum period of seven (7) consecutive calendar days prior to making a permanent appointment. A copy of each job posting shall be sent to the Bargaining Unit Representative. Any employee who wishes to apply for the vacancy must apply in writing to the person designated on the posting notice.
- (b) Where no qualified candidates are available within the Hospital, the Hospital will attempt to secure placements from without.
- (c) It is understood that when a job vacancy does not represent a promotion (higher salary scale) or an opportunity in a selective area (e.g. Cardiac), outside advertising can run concurrently with the internal posting.
- (d) Prior to leaving on vacation, an employee who wishes to be considered for a transfer or promotion in the bargaining unit shall advise the department in writing. The absent employee will be considered for the position at the end of the selection process, provided they are absent for no more than one additional week.

12.2 Paragraph 12.1 shall not apply to the following cases.

- (a) When the position **must be** filled because of an emergency.
- (b) When the vacancy is of a temporary nature, ~~ie~~ for a period not exceeding four (4) months or as a replacement for illness, vacations or leave of absence.
- (c) Where the vacancy is of a casual nature.
- (d) Where a position has been posted, and again becomes vacant within two (2) months, a new posting need not be completed, but the previous bargaining unit applicants will again be considered.

### 12.3 Method of Making Appointments

In all cases of transfer, promotion and demotion, the following factors shall be considered.

- (a) Ability, experience, performance and academic qualifications.
- (b) Seniority.

Where the qualifications of factor (a) are, in the opinion of Management relatively equal, factor (b) shall govern. If the employee does not agree with the manager's opinion re: factor (a), she may lodge a grievance in accordance with Article 23.

### 12.4 Trial Period

- (a) The employee who accepts a promotion to a higher position in the bargaining unit is entitled to a trial period of 487.5 hours of actual work. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee is not satisfied with the position,

he shall be returned to his former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangement of position shall also be returned to his former position and salary without loss of seniority. The trial period may be extended by 162.5 hours of actual work by mutual agreement.

- (b) No employee shall be transferred to a position outside this bargaining unit without his consent. If an employee transfers to a position outside this bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. An employee shall have the right to return to a position in this bargaining unit with no loss of rank, seniority or benefits accrued to departure from this bargaining unit during his probationary period in the position outside this bargaining unit, provided that any employee hired for or promoted to his vacated position in this bargaining unit may be laid off or demoted even though his probationary period in the bargaining unit has passed.

12.5 Where an employee has applied for a promotion or transfer and has been unsuccessful, the employee, upon enquiry shall be advised of the reasons by the Department Head.

#### 12.6 Promotion

An appointment to a new position constitutes a promotion where the maximum rate of pay applicable to the position to which the appointment is made exceeds the maximum rate of pay applicable to the position immediately held prior to the appointment and where the position to which the employee is appointed requires additional responsibilities.

12.7 In the case of promotion to a position within the bargaining unit, an employee will be placed in the range of the higher rated classification so that he shall receive no less an increase in salary than the equivalent of one step in the

salary range of his previous classification (provided that it does not exceed the salary range of the classification to which he has been promoted) and he shall retain his service review date for the purpose of wage progression.

12.8 The transfer or promotion of an employee to a position outside the bargaining unit is not subject to this agreement.

### 13. NO DISCRIMINATION

13.1 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, salaries, education, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, place of origin, ancestry, ethnic origin, citizenship, political or religious affiliation, sex or marital status, place of residence, handicap, family status, record of offences, sexual orientation, nor by reason of his membership or legal activity in the Association.

### 14. SALARIES AND ALLOWANCES

14.1 (a) The salary rates and salary ranges as agreed to and attached to this Collective Agreement shall be effective during the term of this Collective Agreement. All employees in the bargaining unit shall be paid in accordance with the classification and the year of service shown in Appendix A, which includes the bi-weekly, the monthly and hourly rates which form part of this Agreement.

(b) Regular part-time employees 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, save and except salary, vacation pay, shift premium, weekend premium, standby pay, callback guarantee, bereavement leave,

jury or witness duty, responsibility allowance, sick leave, holiday pay, Supplementary Unemployment Benefits, Pension Benefits and Group Life Insurance) an amount of six percent (6%) added to her hourly rate.

- (c) Casual and temporary employees 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, save and except salary, vacation pay, shift premium, weekend premium, standby pay, callback guarantee, Supplementary Unemployment Benefits, bereavement leave, jury and witness duty, and responsibility allowance) an amount of fourteen percent (14%) added to their hourly rate.

Notwithstanding the above, a regular part-time employee who is appointed to a temporary full time or temporary part-time vacancy shall retain her part-time status for the purpose of benefit entitlements for the duration of the temporary assignment.

- (d) Casual and temporary employees shall receive in lieu of vacation an amount of 8% of their regular earnings. Casual employees shall receive such monies each pay period. Temporary employees shall also receive such monies each pay period unless the employee elects at the time of hiring to take paid vacation during the period of the temporary employment. In all such cases employees will be paid for unused vacation credits upon termination.

14.2 The Hospital agrees to inform **NEW** employees that a claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring. The employee shall cooperate with the Hospital by providing verification of previous experience so that his recent related clinical experience may be determined and evaluated during his probationary period. Having established the recent related clinical experience, the Hospital will recognize recent related clinical experience on the following basis:

- (a) **Employees** shall receive salary recognition for previous related clinical experience provided they have not been out of the profession for more than three (3) years (except employees of Pharmaceutical Services for whom the period shall be 2 years).
- (b) **Employees** with related clinical experience inside or outside Canada shall be credited with one (1) year less than their years of actual related clinical experience.
- (c) **Employees who** have been out of their profession for more than three (3) years shall have their related clinical experience and ability evaluated at the end of their initial six (6) months service with the Hospital (except for employees of Pharmaceutical Services for whom the three (3) year period shall be two (2) years). As a result of this evaluation the salary may be adjusted to an appropriate increment to become effective six (6) months after initial employment and will not be subject to the grievance procedure.
- (d) **Pharmacists who** have completed a recognized Canadian Pharmacy Residency Programme shall have that considered as one (1) year's experience.

However, if the position is their first job after graduation, they will be placed on the second step of the salary scale.

- 14.3 (a) Annual increments will normally become effective twelve (12) months after an employee was last advanced on the salary scale (hereinafter called "her service review date"). Periods of unpaid absence in excess of thirty (30) consecutive calendar days shall not be credited as qualifying time for annual increments. Increases will be given on merit only and will in no sense be regarded as automatic.



Whenever a merit increase is withheld, management will inform the employee, in writing, giving the reasons why the increase was not granted. In such cases the employer and the employee will discuss areas for improvement within five (5) days of the service review date and establish specific objectives to improve these deficiencies. A date shall be set within ninety (90) calendar days for a further review.

An employee will have the right to grieve where a merit increase has been withheld.'

- (b) Regular part-time and casual employees shall advance one (1) step in the salary range after working 1500 hours since her last move on the salary scale.
- (c) A Regular Part-time or a Casual employee whose status is altered to full time, or a full time employee whose status is altered to regular part-time or casual, shall have her salary increment date adjusted to include recognition of her number of hours of work already accumulated. This clause shall not mean that an employee will be granted more than one (1) salary increment within a twelve (12) month period.

#### 14.4 Temporary Transfer

- (a) Any employee who is temporarily required to accept the responsibility and carry out the duties of a higher classification within the bargaining unit, for a period longer than 5 working days, shall be paid for the period in which she carried out the duties of the classification at the appropriate step in the higher salary scale which provides her with at least one increment on the salary scale for her regular position.
- (b) If an employee is assigned, as above, to a position outside the bargaining unit, she shall be paid an hourly rate equivalent to 95% of the job rate for the position to which she is being assigned or a responsibility allowance of seventy-five cents (\$.75) per hour in addition to her hourly rate, whichever is greater.

14.5 An employee shall be paid a shift premium of forty-five cents (\$0.45) per hour on each occasion that the majority of hours worked fall within the period 1530 to 0800 hours.

14.6 Effective April 1, 1990, employees shall be paid a week-end premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

15. DISCHARGE, SUSPENSION, DISCIPLINE AND LAYOFF

15.1 An employee who has completed his probationary period may be disciplined, suspended or discharged, but only for just cause. When an employee is disciplined, discharged or suspended, he shall be advised in writing by Management with a copy to Human Resources and the Bargaining Unit Representative. The reason(s) for the discipline or suspension will be communicated immediately. This includes suspension pending investigation. The reason(s) for suspension or discharge shall be communicated within five (5) days - Saturday, Sunday and paid holidays excluded.

15.2 Each employee shall have reasonable access to her personnel file for the purpose of reviewing its contents in the presence of her supervisor. A copy of any evaluation or formal disciplinary notation will be provided to the employee on her request. No document shall be used against an employee where it has not been brought to her attention in a timely manner.

15.3 Documents placed in an employee's personnel file will be removed in the following manner:

(a) where twenty-four (24) months have elapsed since a suspension:

(b) where twelve (12) months have elapsed since the issuance of a letter of reprimand;

provided that the employee's record has been discipline free for the periods referred to above.

15. An employee covered by this agreement who does not report for duty when he is scheduled and who does not report as sick or offer a satisfactory explanation of the absence within three (3) working days of his failure to report, shall be considered as having abandoned his position and his name may be removed from the payroll.

15.5 The Hospital shall give thirty (30) calendar days notice in writing when a termination is pending unless the employee is discharged for cause or within her probationary period.

An employee shall endeavour to give the Hospital thirty (30) calendar days notice in writing when her termination is pending unless she is a probationary employee.

15.6 Notice of termination of employment does not apply to:

- (a) an employee employed for a definite term or task;
- (b) an employee, who having reached the age of retirement (age 65) according to the established practice of the Hospital, has his employment terminated.

15.7 In lieu of notice the Hospital may elect to pay the salary normally earned by the employee for the period for which notice would normally have to be given.

15.8 (a) In the event of a lay-off, casual employees, temporary employees and probationary employees, in that order, shall have their employment terminated, without recall rights and without recourse to the grievance procedure before any full time or part-time employees are laid off. Thereafter, should a lay-off of employees still be required, then it is agreed that employees will be laid off in reverse order of their bargaining unit seniority provided that the employees retained are qualified and willing to perform the available work. Employees shall be recalled in the order of their bargaining unit seniority provided they are qualified to do the work. No new employees shall be hired until those laid off have been given the opportunity of re-employment.

This provision will apply for a period of **twelve (2)** months following lay-off.

- (b) In the event of a proposed lay-off, the Hospital will:
- i) provide the Association with no less than thirty (30) days notice of such lay-off, and
  - ii) meet with the Association through the Association **Management** Committee to review the following:
    - a) **the** reason causing the lay-off
    - b) the service which the Hospital will undertake after the lay-off:
    - c) the **method** of **implementation** including the areas of cutback and the **employees** to be laid off.
  - c) Full time **or** regular part-time **employees** who are on lay-off shall be offered, on the basis of the order of their bargaining unit seniority, any casual hours as **may be** required in the department from **which** they were laid off, provided that the employee is qualified, available and willing to perform the available work.

### **15.9 Termination Procedures**

Upon ceasing to be **employed** every employee who has been employed for six (6) or more months **must** meet the requirements of the Public Hospitals Act regarding medical examination and other clinical procedures.

### **16. SICK LEAVE**

- 16.1 (a) Regular full-time employees shall, after completion of three (3) months of continuous service be eligible for sick leave credit with pay **on** the basis of one and one-half days per **month**, accumulated retroactive to the date of their **employment**.

- b) Regular part-time employees shall, after completion of three (3) months of continuous service, be eligible for sick leave on a pro rata basis of hours worked on the basis of one and one-half days per month, accumulated retroactive to the date of their employment.

16.2 Sick leave with pay is only payable because of illness and the Hospital may ask for a medical certificate if it is deemed necessary.

16.3 The Hospital reserves the right to arrange with the Director of Health Services for a medical assessment for an employee frequently absent due to illness. The cost of this assessment will be borne by the Hospital.

16.4 Employees off work due to illness or injury compensable under Workers' Compensation, may draw upon their accumulated sick leave bank for each day lost as a result of such illness or injury, an amount that will result in their total sick leave and Workers' Compensation being equal to but not exceeding 100% of net pay.

16.5 The Hospital agrees to supply each employee with a record in writing of the amount of sick leave to his credit. The record will cover the fiscal year and will be available not later than two (2) months after the fiscal year-end.

16.6 Sick Leave Payment Upon Retirement Or Termination

This article is not applicable when an employee is discharged for cause.

- (a) On the completion of five (5) but less than ten (10) years continuous service, an employee, upon the termination of his employment, shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed sixty (60) working days.

- (b) Upon the completion of ten (10) but less than fifteen (15) years continuous service, an employee, upon the termination of his employment shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and twenty (120) working days.
- (c) Upon the completion of fifteen (15) years continuous service, an employee, upon termination of his employment shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and eighty (180) working days.

## 17. VACATIONS

17.1 After three (3) months of continuous service employees shall be eligible for vacation with pay on the following basis:

- (a) An employee with less than one year of completed service shall be granted one and two-thirds ( $1\frac{2}{3}$ ) days for each month of service.
- (b) An employee with one (1) year of completed service but less than fifteen (15) years of service shall be granted four (4) weeks vacation ( $1\frac{2}{3}$  days for each month of service).
- (c) An employee with fifteen (15) years of completed service but less than twenty-five (25) years of service shall be granted five (5) weeks' vacation, ( $2\frac{1}{12}$  days for each month of service).
- (d) An employee with twenty-five years of completed service shall be granted six (6) weeks' vacation, ( $2\frac{1}{2}$  days for each month of service).
- (e) The earned vacation shall be accorded to the staff beginning with the vacation year in which the first, fifteenth and twenty-fifth anniversary falls. The right to the vacation allotment does not actually vest in the employee until he completes the required service.

! an employee does not work a complete vacation year, the vacation will be prorated based on the particular monthly accumulation indicated in Article 17.1(a), (b) (c) or (d).

Vacations will be earned retroactive to the date of employment and may only be given after three (3) months service at the convenience of the Hospital. Regular part-time employees shall, after three (3) completed months of continuous service, be eligible for annual leave on a pro-rata basis of hours worked and on the basis outlined above accumulated retroactive to the date of their employment.

The vacation year is April 1 to March 31.

- 17.2 The Hospital will endeavour to accommodate the wishes of the employees with respect to a choice of vacation dates, subject to the right of the Hospital to operate the Hospital in an efficient manner and subject to the following clause.

A dispute concerning the choice of vacation dates between two or more employees shall be settled on the basis of seniority.

- 17.3 Normally, vacation dates shall be finalized at least one month prior to the proposed commencement date by the individual employee and the Hospital.

- 17.4 Vacations not taken in the year earned may be carried forward to the next year only on the authority of Management and with the approval of the Vice-President, Human Resources or his designate. If approval is not forthcoming, the employee must take such vacation in the year earned or forfeit the unused portion.

An employee who is hired in January, February or March and is thereby ineligible to take vacation entitlement in the vacation year in which it is earned shall have her vacation entitlement automatically carried forward to the next year.

Notwithstanding the above, ~~if~~ the exigencies of her duties prevent an **employee** from taking her vacation leave or part thereof within the vacation year in which ~~it~~ was earned, she shall be allowed to take that vacation within the first six months of the following vacation year.

17.5 Employees who have had vacation and leave their positions with the Hospital before such vacation has been earned will be deducted in their final pay for vacation which has been received but not earned. Likewise, if an **employee** terminates before receiving all vacation which has been earned an addition will be made to the final **paycheque** for the vacation which has ~~been~~ earned but not received.

17.6 ~~When~~ a payday falls within an employee's vacation period, the employee shall receive his pay before he begins his vacation provided he requests ~~it~~ in writing at least **two** (2) weeks prior to the **commencement** of the vacation.

17.7 ~~When~~ in respect of any period of vacation leave, an **employee** becomes seriously ~~ill~~, he ~~may~~ apply for sick leave in accordance with Article 16. If sick leave is granted the remaining vacation periods so displaced shall ~~be~~ reinstated for use at a later mutually agreeable date subject to the final approval by the **Vice-President, Human Resources**. It is understood that if the substitution of sick leave is not granted, the **employee** has no rights to the grievance procedure. Permission for sick leave shall not be unreasonably withheld.

## 18. PAID HOLIDAYS

18.1 (a) New Year's Day	Good Friday
Queen's Birthday	Dominion Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Easter Monday
Heritage Day	

If not proclaimed. Heritage Day will be granted on the second Monday in February.



- ) In addition to the holidays listed in (a), each employee shall be entitled to April 1 as a non-premium floating holiday in each fiscal year. Such holiday shall be taken on a day mutually agreed upon by the employee and her immediate supervisor.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

- 18.2 When any of the above-mentioned holidays falls on an employee's day off he shall receive another day off with pay.
- 18.3 When a paid holiday falls on an employee's scheduled working day and the employee is not required to work, he shall receive a regular day's pay at the straight time rates.
- 18.4 When an employee works on a paid holiday he shall be paid his regular day's pay plus time and one half his regular rate for the time worked.

However, by mutual consent between the employee and Management, payment for the day worked may be made at time and one-half (1 1/2) for the hours worked plus equivalent time off at regular rates.

The equivalent time off for hours worked is to be taken within thirty (30) days following the day worked. If the time off cannot be granted within this period, the employee will be paid the equivalent time worked at the regular hourly rate.

- 18.5 When a paid holiday falls within an employee's annual vacation, an extra day off with pay shall be given in lieu of this paid holiday.

18.6 In order to qualify for holiday pay an employee must work his last full scheduled working day immediately preceding and his last full scheduled work day immediately following the holiday, unless excused from doing so by the Hospital. No employee shall be deprived of the Hospital benefits of this Article when he can prove illness on the preceding or succeeding day of the holiday or becomes ill during the day of the holiday.

18.7 (a) Regular part-time employees shall be entitled to the holidays in Article 18. Payment for the holidays shall be prorated based on their regularly scheduled hours per pay compared to full-time hours of work, except for holidays that fall on days which the regular part-time employee is normally scheduled to work. In this case, the employee is to be paid for her regular scheduled hours at her straight time rate of pay.

(b) When a regular part-time employee works on a holiday, she shall be paid time and a half her straight time hourly rate for the hours worked, plus her regular holiday pay in 18.7(a).

However, by mutual consent between the employee and Management, payment for the day worked may be made at time and one half (1 1/2) for the hours worked plus equivalent time off at regular rates.

The equivalent time off for hours worked is to be taken within thirty (30) days following the day worked. If the time off cannot be granted within this period, the *employee* will be paid the equivalent time worked at the regular hourly rate.

(c) When a casual employee works on one of the paid holidays listed in Clause 18.1, she shall be paid time and one-half her straight time hourly rate for the hours worked.

19. EMPL. & BENEFITS

19.1 Pension Plan

All regular Full-Time employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the plan which may change during the term of this agreement. Presently those provisions are:

- (a) Employees hired on or after January 1, 1982 will be required to join HOOPP on the first enrolment after they reach age thirty (30) or attain six (6) months of service, whichever is later.
- (b) Employees hired prior to January 1, 1982 who are not yet enrolled in HOOPP must join the plan at the later of the completion of two (2) years of service or the attainment of age thirty (30).
- (c) Employees may join the plan earlier if they wish, providing they have at least six (6) months of service.
- (d) Employees who are presently enrolled in HOOPP are not affected by this change in enrolment requirements.

19.2 Group Life Insurance Plan

Effective April 1, 1989 the Hospital will contribute 100% of the premium cost for the Hospitals of Ontario Group Life Insurance Plan.

19.3 Hospital and Medical Insurance

The Hospital shall contribute 100% of the premiums of the Ontario Hospital Insurance Plan for all employees and where applicable, dependents. It is a condition of employment that all employees must join the plan or sign an exemption form as defined in the applicable legislation. For employees who reside in the Province of Quebec who cannot receive O.H.I.P coverage, the Hospital will pay the equivalent of 100% of O.H.I.P premiums to the employee.

It is understood that under no circumstances will a Hospital contribute more than the cost of O.H.I.P premiums, and that the Hospital may require proof of residency. The O.H.I.P premium will be prorated if the employee moves into Ontario.

#### Extended Health Care

The Hospital shall contribute on behalf of each eligible employee covered by the Collective Agreement, 75% of the present billed premium under the Blue Cross Extended Health Care Plan consisting of ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) deductible (no co-insurance) subject to the terms and conditions of such plan provided the balance of the monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 per family member every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per family member).

#### 19.4 Insurance During Illness

An employee who is absent because of unpaid illness or who is on an unpaid leave of absence for a period in excess of thirty (30) continuous calendar days will be permitted to continue his coverage in the Group Life, O.H.I.P, and Extended Health Care Supplementary Plan for semi-private and Dental Plan by paying the total premiums which fall due during such absence. In order to facilitate payments, the employee must make the necessary arrangements with the Department of Human Resources in advance of the date in which the premiums become due.

#### 19.5 Dental Plan

The Hospital agrees to contribute 50% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current O.D.A fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid

/ the employee through payroll deduction. Effective April 1, 1990, the Hospital's contribution to the Dental Plan will be 75%.

19.6 The Hospital may at any time substitute another carrier for any plan (other than O.H.I.P) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days notice to the Association.

19.7 The Hospital will provide payroll deduction for the Association sponsored LTD plan where a majority of votes cast by eligible bargaining unit members indicates a willingness to have the premium cost deducted from their salaries. The Association shall be responsible for ascertaining the wishes of its members in this regard.

## 20. LEAVES OF ABSENCE

Any employee who utilizes a period of absence for a purpose other than for which it was granted, unless permission for such change has been confirmed in writing by the Hospital, shall be deemed to have terminated his employment with the Hospital.

All planned leaves of absence (except Maternity and Adoption Leave) should be requested in writing thirty (30) calendar days prior to the commencement of such leave.

### 20.1 Association Leave

- (a) Leave of absence without pay up to ten (10) working days per year may be granted upon request to the Hospital for employees elected or appointed to represent the Association at Union conventions, conferences, schools or meetings of the A.A.H.P:O Board of Governors. The granting of such leave of absence shall not be unreasonably withheld by the Hospital.

An employee may be granted leave of absence with or without accumulation of seniority for a period not to exceed 24 consecutive calendar months, in order to enter the employment of the Association, provided she supplies the Hospital with at least two months' notice prior to and on return from the leave. A temporary employee may be hired for up to two years to cover this absence. At the end of this term, the temporary employee may be terminated without recourse to the grievance procedure.

## 20.2 Compassionate Leave

An employee shall not be entitled to receive any pay hereunder for any day upon which he was not scheduled to work for the Hospital.

- (a) Leave of absence up to five (5) days with pay may be granted because of the death of a near relative. Such day(s) are to be in conjunction with the day of the funeral. A near relative for this purpose means, husband, wife, son, daughter, father, mother, grandfather, grandmother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, son-in-law, daughter-in-law. Leave of absence up to (5) days with pay may be granted after completion of (3) months continuous service because of serious illness of a near relative.
- (b) Additional days may be granted by the Vice-president, Human Resources when the funeral takes place in a distant area and travel time is required or where the staff member concerned is required to handle legal matters arising from the death of a near relative as defined above.

## 20.3 Educational Leave

- (a) The Hospital may grant a leave of absence to an employee who enrolls in a post graduate course or certificate or degree course from a University or other appropriate course approved by Management.

Whether such leave of absence is with or without pay and/or expenses, is at the discretion of the Hospital. Any employee granted such leave shall not lose any seniority by reason of absence.

- (b) An employee shall be entitled to a leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which the employee is enrolled to upgrade her present employment qualifications at this Hospital.

#### 20.4 Professional Courses, Conferences or Meetings

- (a) When an employee is on duty and authorized to attend any in-service programme within the Hospital during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is requested by the Hospital to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- (b) Leave of absence with or without pay may be granted to employees for the purpose of attending professional courses, conferences or meetings.

The Department will attempt to distribute these educational opportunities as equitably as possible giving consideration to factors such as the type of program, degree of relevance to the department's objectives, availability of alternate sources of funding, and staffing requirements.

Expenses incurred incidental to the employee's attendance may be reimbursed by the Hospital.

- (c) If any employee is a member of the executive of a provincial or national professional association she shall be entitled to five (5) days leave of absence without loss of pay in each calendar year for the purpose of attending meetings.

## 20.5 Jury and Witness Duty

Employees who are compelled to serve as jurors or witnesses by subpoena in any court shall be granted a leave of absence for this purpose. Upon completion of the jury or witness service such staff member shall present to the Hospital a satisfactory certificate showing the period of such service.

The employee will be paid full salary for the period of such jury or witness service provided he shall deposit with the Hospital the full amount of compensation received excluding mileage and travel expenses.

Such leave shall not constitute a break in service for the calculation of sick leave, annual vacation credits or seniority.

This shall not apply when the employee is the plaintiff or defendant.

## 20.6 Maternity Leave

- (a) An employee who has had 10 months of continuous service immediately prior to the expected date of delivery shall be eligible for maternity leave.
- (b) An employee must notify the employer in writing that she will be requesting maternity leave. The request must be accompanied by a certificate from a legally qualified medical practitioner, stating that the employee named therein is pregnant and specifying the date on which delivery is expected. As soon as possible, but no later than 2 weeks prior to the expected date of leave, the employee shall specify in writing the date of commencement of the leave and the length of time requested.
- (c) The Hospital may request an employee to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.



- ( ) A combined total of six (6) months leave prior to and after delivery shall be granted upon a request in writing. Where a practitioner's certificate is provided certifying that a longer leave is necessary for health reasons an extension for a maximum additional six (6) month period may be granted. Combined periods of both leaves shall not exceed one year.
- (e) When the employee returns to work upon expiration of authorized leave, she shall be entitled to return to a position in her Department with the same classification and no loss in seniority or benefits accrued to the commencement of the maternity leave.
- (f) An employee on maternity leave will have to pay the full cost of the Ontario Health Insurance Plan, Group Life and other insurance should she carry any or all of these benefit plans having a shared cost arrangement.

The Vice-president, Human Resources, upon receipt of the leave of absence form from the Department involved shall enter the leave on the employee's record and bill the employee.

Employees shall pay such premiums in advance for the estimated number of months of leave.

- (g) An employee on maternity leave will not accumulate sick leave, paid holidays or annual vacation credits during the period of leave.
- (h) An employee on maternity leave who does not intend to return to the employ of the Hospital should give to the Hospital thirty (30) days notice in writing prior to the completion of the period of maternity leave.

#### 20.7 Adoption Leave

- (a) An employee who has had ten (10) months of continuous service immediately prior to the effective date of leave shall be eligible for adoption leave. Such

**employee** shall advise the Hospital as far in **advan** **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.

- (b) A total of six (6) **months** leave shall be granted upon a request in writing. **Where** a practitioner's certificate is provided certifying that a longer leave is necessary for health reasons an extension for a **maximum** additional six (6) month period **may** be granted. **Combined** period of both leaves shall not exceed one (1) **year**.
- (c) **When** the **employee** returns to work upon expiration of authorized leave, she shall **be** entitled to return to a position in her Department with the **same** classification and no **loss** in seniority or benefits accrued to the **commencement** of the adoption leave.
- (d) An **employee** on adoption leave will have to pay the full cost of the Ontario Health Insurance Plan, Group Life and other insurances should she carry any or all of these benefit plans having a shared cost arrangement. The Vice-President, **Human** Resources, upon receipt of the leave of absence **form from** the Department involved shall enter the leave on the employee's record and bill the employee. **Employees** shall pay such **premiums** in advance for the estimated number of months of leave.
- (e) An **employee** on adoption leave will not **accumulate** sick leave, paid holidays or annual vacation credits during the period of leave.
- (f) An **employee** on adoption leave who does not intend to return to the **employ** of the Hospital shall give to the Hospital thirty (30) days notice in writing prior to the **completion** of the period of adoption leave.

20.8 Supplemental Unemployment Benefit (SUB) Plan for Maternity and Adoption Leave

Effective April 1, 1988 and subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on maternity leave or adoption leave as provided under this agreement and who is in receipt of unemployment insurance pregnancy or adoption benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period and receipt by the Hospital of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance pregnancy or adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

20.9 The Hospital recognizes that situations may arise where an employee has need for leave of absence without pay. The employee may apply for such leave and the Hospital will grant such leave as practical.

20.10 Medical-Dental Care

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical and dental care, provided the appointment cannot reasonably be made outside normal working hours and the employee gets the approval of management. Such approval shall not be unreasonably withheld.

20.11 Pre-Paid leave Plan

Effective April 1, 1989, 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) year's 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 Department Head 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) At least 1 (one) employee from each department may be absent at any one *time*. 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 Association and the Hospital.
- (d) Written applications will be reviewed by the Department Head or designate and will be granted on the basis of seniority.
- (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 him/her 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.

- ) 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 he/she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees 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 3 months notice is given the Department Head. 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 him/her within a reasonable period of time.
- (l) The employee will be reinstated to his/her former position and job duties unless the position has been discontinued, in which case he/she shall be given a comparable job.

- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make appropriate deductions from the employee's pay. Such agreement will include:
- (a) A statement that the employee is entering the pre-paid leave program in accordance with Article 20.11 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

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

## 21. JOB DESCRIPTIONS

### 21.1 The Procedure for Reviewing Job Descriptions

The Hospital agrees the job description shall be made available for approval by the person or representative of a group of persons who perform the duties so described. An employee's job description will be available for examination in his work area and the Association shall be provided with a current copy.

- 21.2 It is the responsibility of each employee and/or Management to notify the Department of Human Resources, in writing whenever there has been a change in any job content. A Committee consisting of the employee's representative, Management, one Association executive member or delegate and one Hospital representative will meet to review the job description.

he members of this Committee shall suffer no loss of earnings as a result of attendance at the meetings. Whenever the job description has been updated, the Association shall be notified in writing and arrangements made to have the employee, or the employee's representative sign his or her job description.

## 22. LAUNDERING OF UNIFORMS OR PROTECTIVE CLOTHING

22.1 The Hospital shall launder the uniforms or protective clothing of all staff who must wear uniforms or protective clothing. Uniforms shall be interpreted to mean only those articles of clothing presently being processed by the Hospital laundry.

22.2 When required by the Hospital, lab coats shall be made available in each department for use by staff.

## 23. GRIEVANCES AND ARBITRATION

23.1 As far as possible differences or grievances should be attended to outside the working hours, but if it should appear to be necessary to attend to the difference or grievance during working hours the staff representative may, after obtaining permission from her immediate supervisor, attend to the difference or grievance. When returning to her regular duties she shall report to her immediate supervisor and if required to do so give a reasonable explanation of the duration of her absence.

### 23.2 Types of Grievance

Complaints of the Hospital or of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until the matter has been referred to the employee's immediate supervisor and an opportunity has been given to adjust the complaint. The following types of grievances are recognized:

- (a) Employee Grievance: which shall be defined as a complaint of an individual employee and shall commence at Article 23.4

- (b) Group Grievance: which shall be defined as a complaint of a group of employees and shall commence at Article 23.5
- (c) Policy Grievance: which shall be defined as a complaint of the Hospital or of the Association shall commence at Article 23.6.

### 23.3 Time Limit

Saturday, Sunday and paid holidays shall not be counted in determining the time within which any step is to be taken or completed in any of the steps of the grievance or arbitration procedure. Time limits presently set forth may be modified by mutual agreement in writing.

### 23.4 Grievance - First Step

If an employee believes he has a grievance he must submit it in writing and sign it and present it to his immediate supervisor within ten (10) working days of the occurrence giving rise to the complaint or from the date upon which the subject matter of the complaint may reasonably be deemed to have come to the attention of the employee so affected, otherwise all parties recognize that no formal grievance exists. The immediate supervisor must convey his decision in writing to the employee within five (5) days of the receipt of the grievance.

### 23.5 Grievance - Second Step

If an employee believes that his complaint has not been satisfactorily adjusted at the first step level the employee and the appropriate staff representative are to request within five (5) working days an appointment with the Department Head. The Department Head must convey his decision in writing to the employee within five (5) working days of such a meeting. If the immediate Supervisor and the Department Head are the same person, this step may be omitted. "Appropriate Staff Representative" includes the Staff Representative and/or Labour Relations Officer.



23. Grievance - Third Step

If the employee believes that his complaint has not been satisfactorily adjusted by Management he may, together with the Grievance Committee, submit the matter in writing to the Vice-president, Human Resources for consideration at a meeting of the Grievance Committee with representatives of the Hospital which shall be held within ten (10) working days after the written submission and the Vice-president, Human Resources shall render his decision on the complaint within five (5) working days after the date of the meeting.

23.7 Grievance - Final Step

If no settlement is reached within five (5) working days after any matter respecting the interpretation, application, administration or alleged violation of this collective agreement, the matter may be referred to arbitration upon a request in writing made within ten (10) working days after a decision is given under Article 23.6 and in the absence of such a request the matter shall be deemed to have been settled or abandoned.

23.8 Decisions Binding

All decisions agreed upon between the representatives of the Hospital and the Association at any step in the grievance procedure shall be final and binding upon the Hospital, the Association and the employee or employees concerned.

23.9 Discharge

A claim by an employee, other than a probationary employee, that he has been unjustly discharged shall be treated as a grievance to commence at Article 23.6 if the written statement of the grievance is filed by the employee with the Vice-president, Human Resources or his authorized deputy within ten (10) working days after the employee has received notice of his discharge. A grievance may be settled by:

- (a) Confirming the Hospital's action dismissing the employee.

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- (b) Reinstating the employee in his former position with loss of seniority rating with full compensation for time lost.
- (c) Any other adjustments as to compensation which are just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

### 23.10 Hospital Grievance

The Hospital may at any time notify the Association in writing of any complaint with respect to the conduct of the Association or of any member or members thereof, and if the complaint is not settled to the mutual satisfaction of the Hospital and the Association it may be treated as a grievance and referred directly to arbitration the same way as the grievance of any employee.

### 23.11 Witnesses

At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee/employees as a witness/witnesses.

### 23.12 Request for Arbitration in Writing

When either the Hospital or the Association request that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time appoint their nominee.

### 23.13 Nominees to Arbitration Board

Within five (5) working days after receiving the request the other party shall appoint their nominee. If the recipient of the notice fails to appoint their nominee within five (5) working days or if the respective nominees fail to agree upon a Chairman within five (5) working days the appointment shall be made by the Minister of Labour upon the request of either the Association or the Hospital.

2 Status of Nominee

No person shall act as a member of any Arbitration Board who has any pecuniary interest in the matters coming before it or who is acting or has, within a period of six (6) months preceding the date of his appointment, acted as solicitor, counsel, or agent of either the Hospital or of the Association.

23.15 Exceptions to Grievance Procedure

Except as provided by Section 23.10 no matter shall be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

23.16 Decisions of the Arbitration Board

No Arbitration Board shall have authority to make any decision inconsistent with, nor to direct the alteration, modification or amendments of any provision of this collective agreement, except arrangements as to compensation which are just and equitable in the opinion of the Board.

23.17 Decisions Binding

Proceedings of the Arbitration Board shall be expedited by the Hospital and the Association and the decision of the majority of the Board, or if there is no majority, then the decision of the Chairman of the Board shall be final and binding upon the Hospital and the Association and the employee or employees concerned.

23.18 Expenses of the Board

The Hospital and the Association shall bear the expenses of their nominees appointed by them and the Hospital and the Association shall jointly bear the expenses of the Chairman of the Arbitration Board.

23.19 Upon the mutual agreement of the parties in writing, a sole arbitrator may be substituted for a Board of Arbitration.

24. DURATION

24.1 This Agreement shall become effective from the 1st day of April, 1988 until March 31st, 1991 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not earlier than ninety (90) days, nor later than sixty (60) days, prior to the expiry date in any year that it desires its termination or amendment.

24.2 The Association shall give notice to the Hospital by prepaid registered mail, or delivered by hand, addressed to the:

Vice-president, Human Resources  
Ottawa Civic Hospital  
1053 Carling Avenue  
Ottawa, Ontario  
K1Y 4E9

The Hospital shall give notice to the Association by prepaid registered mail, addressed to: The Labour Relations Officer of the Association.

24.3 (a) All employees in the Bargaining Unit as of April 1, 1988, are entitled to retroactivity on the basis of the hourly wage increase times hours paid since April 1, 1988. The Hospital will endeavour to pay such retroactivity within three (3) pay periods (approximately six weeks) of the date of ratification of the settlement by the parties, or of the date of the arbitration award, whichever is applicable.

(b) The Hospital shall notify all employees who have left its employ prior to the date of ratification of their entitlement to retroactive pay and the manner in which it may be claimed. Such notice shall be by registered mail to the employee's last known address and the Association shall be provided with a copy of each letter sent. The employees shall have thirty (30) days from the time the letter is sent in which to reply in writing to the Hospital in order to claim retroactive pay and not thereafter.

If an employee requests a breakdown of the calculation of retroactive pay, she may request an explanation from the Payroll Department.

24.4 Any terms of the Agreement may be revised by the mutual consent of the parties hereto in writing and becomes effective as agreed by the parties.

Dated at Ottawa, this 16<sup>th</sup> day of November 1989

In witness therof, the Parties have signed this Agreement.

FOR:

THE TRUSTEES OF THE OTTAWA CIVIC HOSPITAL

WITNESS

~~Chairman of the Board of Trustees~~

~~P. R. Carruthers, President~~

*Linda Lawrence*

FOR:

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS:  
ONTARIO

WITNESS

*DMc Cullough*

*Jane Hunt*

*Linda J. Mares*

*Sandra Oakley*

*Michael [unclear]*

*Linda J. Mares*

*J. Hunt*

*J. Hunt*



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Appendix A

Salary Scales

Effective Date: 01 April 1988  
 to: 31 March 1991  
 Date of Issue: 12 June 1989  
 Page: 01

OTTAWA CIVIC HOSPITAL AND A.A.H.P.O. #1  
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OCC. CODE	CLASSIFICATION	STATUS	COMMENCEMENT	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.
-----										
Effective April 1, 1988 - March 31, 1989										
060	Clinical Dietitian	FT Hr.	17.29	17.63	17.97	18.32	18.67	19.02	19.36	19.71
298	Clinical Dietitian	PT BIV	1296.75	1322.25	1347.75	1374.00	1400.25	1426.50	1452.00	1478.25
076	Dietitian	CAS No.	2899.63	2864.88	2820.13	2977.00	3033.88	3090.75	3146.00	3202.88
776	Staff Occupational Therapist	FT Ann.	33715.50	34378.50	35041.50	35724.00	36406.50	37089.00	37752.00	38434.50
797	Staff Occupational Therapist	PT Callback	77.81	79.34	80.87	82.44	84.02	85.59	87.12	88.70
787	Staff Occupational Therapist	CAS								
-----										
Effective April 1, 1989 - March 31, 1990										
304	Staff Physiotherapist	FT								
309	Staff Physiotherapist	PT								
107	Staff Physiotherapist	CAS								
		Hr.	18.07	18.42	18.78	19.14	19.51	19.88	20.23	20.89
		BIV.	1355.25	1381.50	1408.50	1435.50	1463.25	1491.00	1517.25	1566.75
		No.	2936.38	2993.25	3051.75	3110.25	3170.38	3230.50	3287.38	3394.63
		Ann.	35236.50	35919.00	36621.00	37323.00	38044.50	38766.00	39448.50	40735.50
		Callback	81.32	82.89	84.51	86.13	87.80	89.46	91.04	94.01
-----										
Effective April 1, 1990 - March 31, 1991										
		Hr.	18.79	19.16	19.58	19.95	20.34	20.77	21.24	22.07
		BIV.	1409.25	1437.00	1468.50	1496.25	1525.00	1557.75	1591.00	1655.25
		No.	3063.38	3113.50	3181.75	3261.28	3355.25	3375.13	3451.50	3562.36
		Ann.	36640.50	37362.00	38181.00	38902.50	39663.00	40501.50	41418.00	43036.50
		Callback	84.56	86.22	88.11	89.78	91.53	93.47	95.58	99.32

Audited by: C. Brackley

Date: June 16, 1989

↑ Increase: April 1, 1988 - 4.5%  
 April 1, 1989 - 4.5% for all classifications,  
 (the After 7 Year step, which  
 receives 6.0%.

↑ Increase: April 1, 1990 - 4.0% for Commencement and After 1 Year.  
 - 4.25% for After 2 Years, 3 Years, 4 Years.  
 - 4.5% for After 5 Years.  
 - 5.0% for After 6 Years.  
 - 5.85% for After 7 Years.

5

OTTAWA CIVIC HOSPITAL AND A.A.H.P.O. #1

OCC. CODE CLASSIFICATION	STATUS	COMMENCEMENT	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.
-----									
Effective April 1, 1989 - March 31, 1989									
274 Sr. Occ. Therapist	FT	Hr.	18.00	19.17	19.53	19.90	20.27	20.65	21.03
		BiW.	1410.00	1437.75	1464.75	1492.50	1520.25	1548.75	1577.25
316 Sr. Occ. Therapist	PT	Hr.	3055.00	3115.13	3173.63	3233.75	3293.88	3355.43	3417.38
		Ann.	36660.00	37381.50	38083.50	38886.00	39528.50	40267.50	41000.50
332 Sr. Physiotherapist	FT	Hr.							
		BiW.							
316 Sr. Physiotherapist	PT	Ann.							
		Callback	84.60	86.27	87.89	89.55	91.22	92.93	94.60
-----									
Effective April 1, 1989 - March 31, 1990									
		Hr.	19.65	20.83	20.41	20.00	21.18	21.50	21.90
		BiW.	1473.75	1582.25	1530.75	1560.00	1680.50	1618.50	1660.50
		Hr.	3193.13	3254.88	3316.63	3380.00	3441.75	3504.75	3567.13
		Ann.	38317.50	39058.50	39799.50	40560.00	41301.00	42041.00	42781.50
		Callback	88.43	90.14	91.85	93.60	95.31	97.11	98.91
-----									
Effective April 1, 1990 - March 31, 1991									
		Hr.	20.44	20.83	21.20	21.60	22.00	22.55	23.00
		BiW.	1533.00	1582.25	1596.00	1626.00	1656.00	1691.25	1731.00
		Hr.	3321.50	3384.88	3450.00	3523.00	3588.00	3664.38	3750.50
		Ann.	39858.00	40618.50	41490.00	42376.00	43266.00	43972.50	45006.00
		Callback	91.90	93.74	95.76	97.56	99.36	101.40	103.56

Notified by: Comenssky

Date: June 16, 1989

% Increase: April 1, 1989 - 4.5%  
 April 1, 1989 - 4.5%

for all classifications, except the After 7 Year step, which receives 6.0%.

% Increase: April 1, 1990 - 4.0% for Commencement and After 1 Year.  
 - 4.25% for After 2 Years, 3 Years, 4 Years.  
 - 4.5% for After 5 Years.  
 - 5.0% for After 6 Years.  
 - 5.65% for After 7 Years.

OTTAWA CIVIC HOSPITAL AND A.A.H.P.O. #1

OCC. CODE CLASSIFICATION	STATUS	COMMENCEMENT	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.
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Effective April 1, 1988 - March 31, 1989

340 Pharmacist Reg.	FT	Hr.	21.19	21.61	22.03	22.45	22.86	23.29	23.71	24.15
359 Pharmacist Reg.	PT	81W.	1599.25	1620.75	1652.25	1683.75	1714.50	1746.75	1778.25	1811.25
114 Pharmacist Res.	FT	Mo.	3443.38	3511.63	3579.88	3648.13	3714.75	3784.63	3852.88	3924.38
		Ann.	41320.50	42139.50	42958.50	43777.50	44577.00	45415.50	46234.50	47092.50
		Callback	95.36	97.25	99.14	101.03	102.87	104.81	106.70	108.60

Effective April 1, 1989 - March 31, 1990

		Hr.	22.14	22.58	23.02	23.46	23.89	24.34	24.78	25.60
		81W.	1660.50	1693.50	1726.50	1759.50	1791.75	1825.50	1858.50	1920.00
		Mo.	3597.75	3669.25	3740.75	3812.25	3882.13	3955.25	4028.75	4104.00
		Ann.	43173.00	44031.00	44889.00	45747.00	46585.50	47463.00	48321.00	49200.00
		Callback	99.63	101.61	103.59	105.57	107.51	109.53	111.51	115.20

Effective April 1, 1990 - March 31, 1991

		Hr.	23.03	23.46	24.00	24.46	24.91	25.44	26.02	27.05
		81W.	1727.25	1761.00	1800.00	1834.50	1869.25	1908.00	1951.50	2009.75
		Mo.	3742.30	3815.50	3900.00	3974.75	4047.50	4134.00	4228.25	4395.63
		Ann.	44908.50	45786.00	46680.00	47697.00	48745.50	49800.00	50739.00	52747.50
		Callback	103.64	105.66	106.00	110.07	112.10	114.48	117.09	121.23

Audited by:

*Coman...*

Date:

June 16, 1989

Increases:

April 1, 1988 - 4.5%

April 1, 1989 - 4.5% for all classifications, except the After 7 Year step, which receives 6.0%.

Increases:

April 1, 1990 - 4.0% for Commencement and After 1 Year.  
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OTTAWA CIVIC HOSPITAL AND A.A.H.P.O. #1

OCC. CODE	CLASSIFICATION	STATUS	COMMENCEMENT	AFTER 1 YRS.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.
-----------	----------------	--------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

Effective April 1, 1988 - March 31, 1989

341	Pharmacist Non-Reg.	FT	Hr.	19.00						
358	Pharmacist Non-Reg.	PT	8W.	1431.75						
			Mo.	3162.13						
			Ann.	37225.50						
			Callback	85.91						

Effective April 1, 1989 - March 31, 1990

			Hr.	19.95						
			8W.	1496.25						
			Mo.	3241.88						
			Ann.	38962.50						
			Callback	89.78						

Effective April 1, 1990 - March 31, 1991

			Hr.	20.75						
			8W.	1558.25						
			Mo.	3371.88						
			Ann.	40462.50						
			Callback	93.38						

Audited by: Chambers

Date: June 16, 1989

% Increase: April 1, 1988 - 4.5%

April 1, 1989 - 4.5% for all classifications, except the After 7 Year step, which receives 6.0%.

% Increase: April 1, 1990 - 4.0% for Commencement and After 1 Year.  
 - 4.25% for After 2 Years, 3 Years, 4 Years.  
 - 4.5% for After 5 Years.  
 - 5.0% for After 6 Years.  
 - 5.65% for After 7 Years.

2