

FULL-TIME

COLLECTIVE AGREEMENT

between

QUEENSWAY GENERAL HOSPITAL

(hereinafter called the "Hospital")

and

CUPE LOCAL 1106

Expires: September 28, 1993

TABLE OF CONTENTS

ARTICLE		PAGE NUMBER
ARTICLE 1 -	PREAMBLE	1
1.01	Preamble	1
1.02	Feminine/Masculine Pronouns	1
ARTICLE 2 -	DEFINITIONS	1
2.01	Temporary Employee	1
ARTICLE 3 -	RELATIONSHIP	1
3.01	No Discrimination	1
ARTICLE 4 -	STRIKES & LOCKOUTS	2
ARTICLE 5 -	UNION SECURITY	2
5.01	T4 Slips	2
5.02	Notification to Union	2
5.03	Employee Interview	2
5.04	No Other Agreements	3
ARTICLE 6 -	UNION REPRESENTATION & COMMITTEES	3
6.01	Union Activity on Premises and/or Access to Premises	3
6.02	Labour-Management Committee	3
6.03	Local Bargaining Committee	4
6.04	Central Bargaining Committee	4
6.05	Union Stewards	4
6.06	Grievance Committee	4
ARTICLE 7 -	GRIEVANCE & ARBITRATION PROCEDURE	6
ARTICLE 8 -	ACCESS TO FILES	9
8.01	Access to Personnel File	9
8.02	Clearing of Record	9

ARTICLE		PAGE NUMBER
ARTICLE 9 -	SENIORITY	9
9.01	Probationary Period	9
9.02	Definition of Seniority	10
9.03	Loss of Seniority	10
9.04	Effect of Absence	11
9.05	Job Posting	11
9.06	Transfer & Seniority Outside the Bargaining Unit	12
9.07	Transfer of Seniority & Service	13
9.08	Notice and Redeployment Committee	13
9.09	Layoff and Recall	15
9.10	Benefits on Layoff	17
9.11	Retraining	17
9.12	Separation Allowances	19
9.13	Portability of Service	19
9.14	Technological Change	20
ARTICLE 10 -	CONTRACTING OUT	20
10.01	Contracting Out	20
10.02	Contracting In	20
ARTICLE 11 -	WORK OF THE BARGAINING UNIT	21
11.01	Work of the Bargaining Unit	21
11.02	Volunteers	21
ARTICLE 12 -	LEAVES OF ABSENCE	21
12.01	Personal Leave	21
12.02	Union Business	21
12.03 (a)	Full-Time Position with the Union	22
12.03 (b)	Leave for OCHU President	23
12.04	Bereavement Leave	23
12.05	Jury & Witness Duty	23
12.06	Pregnancy Leave	24
12.07	Parental Leave	25
12.08	Education Leave	27
12.09	Pre-Paid Leave Plan	27

ARTICLE		PAGE NUMBER
ARTICLE 13 -	SICK LEAVE, INJURY & DISABILITY	29
13.01	Sick Leave	29
13.02	Injury Pay	30
13.03	Payroll Deduction for Union Sponsored LTD Plan	30
13.04	Payment Pending Determination of WCB Claims	30
ARTICLE 14 -	HOURS OF WORK	3
14.01	Daily & Weekly Hours of Work	31
14.02	Rest Periods	31
14.03	Additional Rest Periods	31
ARTICLE 15 -	PREMIUM PAYMENT	31
15.01	Definition of Regular Straight Time Rate of Pay	31
15.02	Definition of Overtime	31
15.03	Overtime Premium & No Pyramiding	32
15.04	Time Off in Lieu of Overtime	32
15.05	Reporting Pay	32
15.06	Call-Back	32
15.07	Standby	32
15.08	Temporary Transfer	33
15.09	Shift and Weekend Premium	33
ARTICLE 16 -	HOLIDAYS	33
16.01	Number of Holidays	33
16.02	Definition of Holiday Pay & Qualifiers	34
16.03	Payment for Working on a Holiday	34
16.04	Payment for Working Overtime on a Holiday	34
ARTICLE 17 -	VACATIONS	35
17.01	Full-Time Vacation Entitlement, Qualifiers & Calculation of Payment	35
17.02	Work During Vacation	35
17.03	Illness During Vacation	35

ARTICLE		PAGE NUMBER
ARTICLE 18 -	HEALTH & WELFARE	36
18.01	Insured Benefits	36
18.02	Change of Carrier	37
18.03 (a)	Pension	37
18.03 (b)	Retirement Allowance	37
ARTICLE 19 -	HEALTH & SAFETY	38
19.01	Protective Footwear	38
ARTICLE 20 -	COMPENSATION	38
20.01	Job Classification	38
20.02	Promotion to a Higher Classification	39
20.03	Wages & Classification Premiums	39
ARTICLE 21 -	DURATION	39
21.01	TERM	39
21.02	CENTRAL BARGAINING	40
	SIGNING PAGE	40
	APPENDIX OF LOCAL ISSUES	41

ARTICLE 1 - PREAMBLE**1.01 - Preamble**

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS**2.01 - Temporary Employee**

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

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

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

ARTICLE 3 - RELATIONSHIP**3.01 - No Discrimination**

"The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union."

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY**5.01 - T4 Slips**

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

5.02 - Notification to Union

"The Hospital will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system."

5.03 - Employee Interview

"A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the hospital as part of the orientation program."

5.04 - No Other Agreements

"No employee shall **be** required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall **undertake** to represent the union at meetings with the Hospital without proper authorization from the union."

ARTICLE 6 · UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour-Management Committee

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

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

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

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

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

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

6.03 - Local Bargaining Committee

"The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function. The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments. It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

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

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee.

The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital

up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally."

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

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

Step No. 3

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

- 7.04** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05** Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08** All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement. nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the

chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 ACCESS TO FILES

8.01 - Access to Personnel File

"Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file."

8.02 - Clearing of Record

"No written notice of censure shall be maintained in an employee's file for more than thirty (30) months, provided no similar offence was committed within this period.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

"A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing

and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration."

9.02 - Definition of Seniority

"Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced."

9.04 - Effect of Absence

“Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall **be** suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which **he/she is** participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall **ac**me for a period of eighteen (18) months if an employee's absence is due to **a** disability resulting in W.C.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.”

9.05 - Job Posting

“Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall **be** posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall **be** made in writing within the seven (7) day period referred to herein.

Vacancies created by the filling of an initial permanent vacancy will **be** posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall **be** made of the senior applicant **able** to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union."

9.06 - Transfer and Seniority Outside the Bargaining Unit

"Effective for employees transferred out of the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix P2):

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

Note: Employees outside the bargaining unit as of (the effective date as set out in the Local Provisions Appendix) will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they

be returned to the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix).

9.07 - Transfer of Seniority and Service

"Effective July 15, 1993 and for employees who transfer subsequent to July 15, 1993:

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred."

9.08 - Notice and Redeployment Committee

"(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) **Redeployment Committee**

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) **Committee Composition**

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is

another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

(iii) **Disclosure**

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

(iv) **Alternatives**

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

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

9.09 - Layoff and Recall

"An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or

- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.
An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the Straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.08."

9.10 - Benefits on Layoff

"In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule."

Article 9.11 - Retraining

^(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(b)(i);

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

(b) **Placement**

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11(a)(i).

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

(c) **Regional Redeployment Committee**

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

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

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

Article 9.12 - Separation Allowances

- "a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (1,250) dollars."

Article 9.13 - Portability of Service

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

9.14 - Technological Change

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

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

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

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law."

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting In

"Further to Article 9.08(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and

cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit."

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

"The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked."

ARTICLE 12 - IIA _____

12.01 - Personal Leave

"Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld."

12.02 - Union Business

"The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause."

12.03(a) Full-Time Position with the Union

"Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis."

12.03(b) - Leave for OCHU President

"Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such **employee(s)** elected to the position of the President of the Ontario Council of Hospital Unions for **period(s)** of up to two **(2)** years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

There shall be no **loss** of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four **(4)** weeks prior to the date of such return. The employee shall be returned to his **former** duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the **vacancy** resulting from such leave on a temporary basis."

12.04 - Bereavement Leave

"Any employee who notifies the Hospital as **soon** as possible following a bereavement will **be** granted bereavement leave for three (3) consecutive calendar days off without **loss** of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where **an** employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex."

12.05 - Jury & Witness Duty

"If an employee is required to **serve as** a juror in any court of law, or **is** required to attend **as** a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection

with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In addition to the foregoing, where a full-time employee is required by subpoena to attend a **court of law** or coroner's inquest in connection with **a case** arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above."

12.06 - P _____

- (a) "Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen **(13)** weeks of continuous service.
- (b) The employee shall give written notification at least two **(2)** weeks in advance of the date of commencement of such leave and the expected date of return. **At** such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection **(b)** above by written notification received by the Hospital at least two **(2)** weeks in advance thereof.

- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07 - Parental Leave

- "(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

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

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

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

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave **as** provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the **Unemployment Insurance Act**, shall be paid a supplemental unemployment benefit for a period not exceeding ten **(10)** weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Unemployment Insurance benefits and any other earnings. Receipt by the Hospital of the **employee's** unemployment insurance cheque stub will serve **as** proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be **determined** by multiplying the employee's regular hourly rate on **his** or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would **be** entitled to if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three, percent (93%) of his or her normal weekly earning during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

"Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) The Hospital will endeavour **to** find a temporary replacement for the employee **as** far in advance **as** practicable. If the Hospital is unable to find a suitable replacement, it may **postpone** the leave. The Hospital will give the employee **as** much notice **as** is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid **out** to the employee within a reasonable period of time.
- (l) **The** employee will be reinstated **to** his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval **for** entry into the **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 the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) **A** statement that the employee is entering the **pre-paid** leave program in accordance with this Article **of** the collective agreement.
 - (ii) **The** period of salary deferral and the period for which the leave is requested.
 - (iii) **The** manner **in** which the deferred salary is **to** **be** held.

The letter of application from the employee **to** the Hospital to enter the prepaid leave program will be appended **to** and form part of the written agreement."

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - Sick Leave

- (a) "Effective November 1st, 1979, each full-time employee shall accumulate sick leave entitlement **on** the basis **of** one and one half (1½) days per month.
- (b) Unused sick leave shall **be** accumulative from year **to** year **to** a maximum of one hundred (100) days.
- (c) Lost time compensation under the Workers' Compensation Act shall not be considered **as** sick leave.

- (d) Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WCB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue."

13.02 Injury Pay

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

13.03 - Payroll Deduction for Union Sponsored LTD Plan

"The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard."

13.04 - Payment Pending Determination of WCB Claims

"An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks."

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

"The standard daily hours of work shall be seven and one-half (7½) hours, exclusive of a meal break, which shall be one-half (½) hour per shift. The standard bi-weekly hours of work shall be seventy-five (75) hours for full time employees.

14.02 - Rest Periods

"The Hospital will schedule one fifteen (15) minute rest period for each full scheduled half shift."

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

- (a) Authorized time worked in excess of total standard bi-weekly hours shall be overtime provided that authorized overtime amounting to less than one-half (½) hour in excess of the standard bi-weekly hours will not be paid for.
- (b) For the purpose of calculating overtime, authorized absence with or without pay, including sick leave, shall be regarded as time worked, but time lost due to lateness or unauthorized absence shall be regarded as time worked, but time lost due to lateness or unauthorized absence shall not be regarded in computing overtime.
- (c) The Hospital, in scheduling overtime and call-back time, agrees to distribute the opportunity for such income as equitably as possible among employees in the bargaining unit normally engaged in these occupations within each department, who are willing and qualified to perform the work that is available. The Hospital shall maintain each year, a record of hours of overtime and call-back for each employee in the bargaining unit. Supervisors

shall consult this record prior to approaching employees to work overtime or to be called back. Employees may examine the record after giving reasonable notice. Nothing in this article shall be construed as limiting the Hospital's right to allocate such work to those outside the bargaining unit who normally perform such functions, save and except that no overtime or call-back shall be offered to casual or summer help until a reasonable effort has been made to canvass full-time regular employees.

15.03 - Overtime Premium and No Pyramiding

"The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

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

15.04 - Time Off in Lieu of Overtime

"Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days."

15.05 - Reporting Pay

"Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 1/2) hours per day will receive a pro-rated amount of reporting pay."

15.06 - Call-Back

"Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Superior provisions shall remain."

15.07 - Standby

"An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby."

15.08 - Temporary Transfer

"Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment."

15.09 - Shift and Weekend Premium

"Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties."

ARTICLE 16 - HOLIDAYS**16.01 - Number of Holidays**

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

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."

16.02 - Definition of Holiday Pay and Qualifiers

"Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the **Local** Provisions Appendix, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled **unless** such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day."

16.03 - Payment for Working on a Holiday

"If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1%) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the **Local** Provisions Appendix."

16.04 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

"An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fifteen (15) years but less than twentyfive (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work subject to the application of Article 9.04, Effect of Absence."

17.02 - Work During Vacation

"Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked."

17.03 - Illness During Vacation

"Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits."

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of

these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union."

18.02 - Change of Carrier

"It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein."

18.03(a) - Pension

"All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions."

Article 18.03(b) Retirement Allowance

"Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement."

ARTICLE 19 - HEALTH & SAFETY**19.01 - Protective Footwear**

"Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds
- 3) Ambulance
- 4) Stores (only where frequently working in storage areas)
- 5) Portering (as determined by the Hospital) heavy carts on a regular basis, e.g. linen cans, food wagons."

ARTICLE 20 - COMPENSATION**20.01 - Job Classification**

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

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be

referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B, an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued."

20.02 - Promotion to a Higher Classification


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

20.03 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.03, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement dated

ARTICLE 21 - DURATION

21.01 - Term

 "This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of ~~September 28, 1995~~. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

45

21.02 - Central Bargaining

"Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.

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

Dated at *Toronto*, Ontario, this *02* day of *March* 1994.

FOR THE LOCAL UNION

R. Pendergast Duffly
Violet L. Robinson

FOR THE HOSPITAL

L. Jones
Marilyn S. Stewart

LOCAL ISSUES - FULL TIME

APPENDIX INDEX

ARTICLE		PAGE
A	Recognition	1
B	Management Functions	1
C	Dues Deduction and Remittance	2
D	Union Representation and Committees	2
E	Posting Notices	3
F	Uniforms	4
G	Paid Holidays	4
H	Scheduling	5
I	Vacation	7
J	Seniority	9
K	Payment of Salaries	9
L	Union Security	9
M	Sick Leave	9
N	Collective Agreement	10
O	Hand Tools	10
P	Miscellaneous	11
Q	Job Descriptions	11
R	Filing Cabinet/Space	11
S	R.N.A. Skill Utilization	11
T	Occupational Health & Safety	11
U	Modified Work	11

ARTICLE A - RECOGNITION

The Hospital recognizes the Union as the exclusive bargaining agent of all employees of Queensway General Hospital at the City Of Etobicoke save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, stationary engineers covered by a subsisting collective agreement, security guards, office and clerical staff and persons regularly employed for not more than twenty-four (24) hours per week.

For the purpose of clarity the bargaining unit described above shall be as defined in the Certification Certificate issued by the Ontario Labour Relations Board dated October 11th, 1967.

It is hereby agreed that the term technical personnel as used in the paragraph above, shall include Physiotherapists, Occupational Therapists, Occupational Therapy Technicians, Speech Therapists, Psychologists, Psychometrists, Social Workers, Electroencephalographists, Electrical Shock Therapists, Audiology Technicians, Medical Laboratory Technologists and students taking a formal course which leads to their certification as Registered Technicians, E.C.G. Technicians, Laboratory, Radiological, Pathological and Cardiological Technicians, Pharmacy Technicians and Physiotherapy Technicians.

The Hospital will provide the Union with a monthly list of part-time employees and the hours worked by them.

ARTICLE B - MANAGEMENT FUNCTIONS

B.1 The Union acknowledges and agrees that it is the exclusive right of the Hospital to manage the operation and without limiting the generality of the foregoing, the Hospital has the right (a) to determine the policy of the Hospital and direct its operations, and (b) to maintain order, discipline and efficiency, and (c) to hire, suspend, discharge, lay-off, classify, transfer, promote and discipline employees, provided that a claim that an employee with seniority has been discharged, laid-off or disciplined without just cause, may be the subject of a grievance and dealt with as hereafter provided.

B.2 The Hospital agrees that the rights described in this article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - DUES DEDUCTION, LONG TERM DISABILITY DEDUCTION AND REMITTANCE

- (a) The Hospital shall deduct, once each month **from** the pay of each full-time employee, an amount equal to the regular monthly union dues or assessments as certified by Local 1106 of the Canadian Union of Public Employees.
- (b) The Hospital shall deduct once each month **on** the alternate pay period of Union Dues deductions an amount equal to the Long Term Disability assessment as certified by Local 1106 of the Canadian Union of Public Employees.
- (c) The Hospital will remit to the Union within ten (10) days after the end of the month for which the dues or assessments are deducted, the monies deducted.
- (d) The Union shall indemnify and hold the Hospital harmless with respect to all claims and demands made against the Hospital by any employee arising out of the deduction from the pay of any such employee and the remittance to the Union by the Hospital of Union dues or assessments under this Article.

ARTICLE D - UNION REPRESENTATION AND COMMITTEES

D.1 - Negotiating Committee

The Hospital acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five employees and one alternate to be recognized when one of the regular members is absent provided the Hospital is given at least forty-eight (48) hours notice. The Hospital will recognize the said Committee with respect to any matters which properly arise from time to time concerning the interpretation or administration of this Agreement and the negotiations for the renewal of this Agreement.

Correspondence between the Parties shall pass to and from the Director of Human Resources of the Hospital and the Secretary of the Union, except in the case of the grievance procedure which shall be sent to the Chief Shop Steward of the Union.

D.2 - Stewards

The Hospital acknowledges the right of the Union to appoint or otherwise select from its membership Union Stewards, not to exceed seven (7) in number. The Union shall endeavour, if possible, to appoint stewards to represent each of the following zones:

- (a) Housekeeping and Linen
- (b) Maintenance
- (c) Food services
- (d) Nursing Department - R.N.A.'s
- (e) Other Nursing Department Employees and Stores

No more than one (1) steward at one time may be appointed from the Maintenance Department or Stores Department, and no more than three (3) stewards may be appointed at one time from any of the other zones.

One (1) of the seven (7) stewards so appointed shall be designated Chief Steward.

In the event that a steward is transferred from one zone to another zone, such steward shall continue to be recognized by the Hospital as representing the zone from which transferred for a period of thirty (30) days, or until the Union has given notice in writing of the new appointee, whichever shall first occur.

D.3 - Grievance committee

The Hospital acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, one of whom shall be the President of the Local, and the remaining two (2) shall also be members of the Negotiating Committee. The Hospital shall not be required to recognize any employee as a Steward or as a member of the Grievance Committee or of the Negotiating Committee unless and until the Union has given notice in writing of the names of those employees who are stewards or who are on such committees from time to time.

D.4

Leaves of Absence as stipulated in Article 12.02 shall be limited in total to 100 days in a calendar year with a maximum of 20 days per person with the understanding that the 20 day maximum shall not apply to the President of the Local.

ARTICLE E - POSTING NOTICES

The Hospital shall provide space on one or more bulletin boards upon which the Union may post any notice which has been approved by the Hospital for posting.

ARTICLE F - UNIFORMS

Each employee who is required by his classification to wear a uniform of the Hospital's choice shall be supplied with and maintenance shall be provided for such uniform by the Hospital.

Where an R.N.A. so requests, uniforms of the Hospital's choice shall be supplied and laundered by the Hospital.

ARTICLE G - PAID HOLIDAYS

G.1

The Hospital agrees to recognize the following paid holidays:

- | | |
|------------------------|---------------------------|
| New Year's Day | Labour Day |
| 2nd Monday in February | Thanksgiving Day |
| Good Friday | Anniversary of Employment |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | 2nd Monday in June |

G.2

Whenever an employee is scheduled off on a weekend on which a Statutory Holiday falls on the Friday or Monday, she shall be given that Holiday off with the understanding that the Hospital will provide an equitable distribution of statutory holidays over the year on any unit provided it does not interfere with the exigencies of hospital operation.

G.3

An employee who works the Christmas Holiday shall be posted off duty on Christmas of the following year. The same principle shall apply to the Good Friday holiday. If an employee requests and the Hospital agrees, the employee may work Christmas Day and/or Good Friday on consecutive years as long as this does not interfere with the exigencies of Hospital operation.

G.4

When an employee works on any of the holidays listed above, payment will be made in accordance with Article 16.03 and the Hospital shall either:

- (a) grant the employee a day off within thirty (30) days of the holiday, such day to be at the discretion of the Hospital but, if possible, convenient to the employee, or

- (b) if such day is **not** given, an employee will be paid at straight time for the hours worked on the holiday up to seven and one half (7 1/2) hours, in addition to pay for the holiday.

G.5

An employee who works the greatest number of his/her hours on a recognized holiday shall be deemed to have worked the holiday for purposes of premium payment.

ARTICLE H - SCHEDULING

H.1

- (a) The Hospital shall attempt to provide one weekend off in each three (3) week period, but if the employee is required to work on Saturday or Sunday of the third (3rd) week, she shall be paid for the time worked at the rate of one and one half (1 1/2) her regular salary and shall receive this rate for each subsequent Saturday and Sunday worked until she shall be off duty for weekend period.

Notwithstanding the foregoing, the Hospital will endeavour to schedule employees off every other weekend or two (2) weekends in a four (4) week period, although it is recognized by the Union that it has not always been and may not at all times and in all work areas of the Hospital, be possible to attain this objective.

- (b) Schedules will be arranged to provide at least twelve (12) days off in each six (6) week period.
- (c) An employee shall not be scheduled to work more than seven (7) consecutive days without her consent.
- (d) In scheduling days off, the employee will be scheduled off duty no more than three (3) single days over the six (6) week schedule.
- (e) Any other arrangements of **days** off are to be agreed between the Supervisor and the employee concerned.
- (f) Tour schedules and days off will be posted **at least six (6) weeks** in advance. Requests for specific days off are to be submitted in writing and **co-signed** by **an** employee willing to exchange days off or tour. It is understood that such change in tour initiated by the employee and approved by the Hospital shall not result in overtime payment.

The posting of working schedules shall be as set out in the Appendix of Local Provisions. The Hospital will endeavour to provide as much advance notice as is practicable when it is necessary to make a change in the posted schedule. Changes to posted work schedules shall be presented to the employee concerned. Where less than forty-eight (48) hours notice is given, time and one half of the employee's regular straight time hourly rate will be paid for all hours worked in the first shift of his new schedule.

- (g) It is understood that the scheduling guidelines may be waived between the Monday of the pay period preceding Christmas to the Sunday of the pay period following New Years so that employees will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Year's season except in those areas where the major work is done Monday to Friday.
- (h) Employees required to work more than three (3) hours beyond their full shift's hours in a day shall receive a half (1/2) hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide a hot meal.
- (i) When an employee has completed his regularly scheduled shift and left the hospital and is called in to work outside his/her regularly scheduled hours, the Hospital will pay transportation cost either by taxi or by his/her own vehicle at the rate of twenty-five (25) cents per kilometre (to a maximum of sixteen dollars (\$16.00)).

H.2

For the purpose of this article, evening shift shall mean those shifts where the majority of hours are worked between 6.00 p.m. and 12.00 midnight.

The parties hereto agree that a period of at least sixteen (16) consecutive hours off shall be scheduled between a change of tour, except that where there is mutual agreement in writing between the Supervisor and the employee concerned, a period of less than sixteen (16) consecutive hours off may be arranged.

Employees shall be allowed at least forty-eight (48) consecutive hours off on changing from night to day tour.

The parties hereto agree that an employee who normally rotates on two (2) or three (3) tours shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour without her written consent and at least two (2) weeks on day tour shall be scheduled between evening and night tours. Where the employee requests and the Supervisor agrees, other arrangements may be made.

An employee may submit a written request to work permanent evening or night tour to her Supervisor and the Hospital may grant such a request if circumstances permit.

An employee who request to discontinue working a permanent shift must make such a request to their Department Head/Nursing Unit Director a minimum of two (2) weeks prior to the current six (6) weeks posted schedule. Such requests will not be unreasonably withheld.

The Hospital reserves the right to have an employee who works permanent shift rotate to days for a minimum of 2 weeks over a calendar year for the purpose of evaluation and inservice education.

H.3

The last ten (10) minutes of an employee's shift shall be the cleanup period, during which the employee shall clean up his tools, equipment, work place and allow for a change of clothing.

H.4

When hours of work exceed 7 1/2 hours due to daylight saving time change, employees shall be paid for the total hours worked at his/her regular straight time rate of pay. When the hours of work are less than 7 1/2 hours due to daylight saving time change, employees shall be paid for the total number of hours worked at his/her regular straight time rate of pay.

ARTICLE I - VACATION

- (a) Employees shall be granted and paid for vacation on the basis of credit earned from date of hiring as follows:

Employees hired prior to and including the 15th day of a month will be granted a full month credit for that month. Employees hired after the 15th day of a month will be given a half month's credit for that month. The reverse will be the case for terminations.

All employees are entitled to a minimum of .83 vacation days for each month of service. Employees in certain classifications will be entitled to more than .83 days for each month of service. Employees are not credited, however, with any allowances or allowed to take vacation (unless earlier leave was agreed upon as a condition of employment) until completion of their probationary period of forty-five (45) days of work at which time they will be given credit for their vacation entitlement.

- (b) After stipulated periods of service, and provided they are in the active employ of the Hospital, certain employees are entitled to increased vacation entitlement. In such cases the employee shall, on their anniversary date, have an additional week (5 days) added to his/her vacation bank and shall accumulate monthly credits at their increased entitlement for each month of active employment thereafter.
- (c) Vacation planners shall be posted on the first day of April of each year in each department with a one (1) month period allowed employees to enter requests in writing on the planner. Such requests should reflect the total accrued vacation for the year. The Department Head will approve vacation requests by May 15th within the quotas of employees who can be off at one time in a particular Department, as determined by the Hospital. In cases of conflicting requests, Hospital seniority shall apply.

After May 15th, an employee with greater seniority may not displace a more junior employee whose vacation has already been granted by the Department Head.

In any case, the employee shall be given at least two (2) weeks vacation not later than ten (10) months after the end Of the twelve (12) month period for which the vacation was earned.

- (d) Requests for consideration to permit carry-over of vacation entitlement from one year to another year (year end is employee's anniversary date) must be made in writing to the employee's Department Head. In no case will employees be permitted to carry forward beyond their Anniversary Date more than one half times the number of days they are entitled to annually, with the understanding that the days additional to their annual entitlement are not to exceed ten (10). Casual days off on earned vacation time can be taken at the convenience of the Department but only by arrangements made at least one complete day in advance.

- (e) Terminating employees will be paid the unused portion of their vacation entitlement on a pro rata basis according to their months of service except for those who have not completed their probationary period of forty-five (45) days of work who will be paid four (4) percent of gross "total pay".

Only employees currently on staff as of July 14th, 1989, who retire from the Hospital on pension shall be deemed to have full vacation pay entitlement in the year the retirement occurs.

ARTICLE J - SENIORITY

Seniority lists of employees covered by this Agreement shall be published and posted annually with copies to the Secretary Of the Union.

ARTICLE K - PAYMENT OF SALARIES

K.1

Wages of employees shall be paid every second Thursday, with payment for the two (2) week period ending the shift which commenced on the Sunday before pay day.

K.2

The Parties agree that the concept of equal pay for equal work, regardless of sex, shall apply.

K.3

On scheduled pay days employee cheques will be deposited to the bank of the employee's choice.

ARTICLE L - UNION SECURITY

The Hospital shall make available to the Union, upon request, information required by the Union, that is: classifications, wage rates, pension and benefit plans, all pertaining to the bargaining unit.

ARTICLE M -SICK LEAVE

- (a) An employee with seniority shall be eligible for sick leave allowance upon completion of his probationary period.

- (b) To receive sick leave pay, an employee shall have notified his/her Department Head or Supervisor, Nursing Unit Director or Unit Leader or Hospital Switchboard, of his/her expected absence as soon as possible before the commencement of the shift, and where possible, a minimum of two (2) hours' notice before the day shift, and four (4) hours' notice before the afternoon and night shifts, to permit sufficient time for the Hospital to arrange for a replacement or rearrange his/her work schedules.

These same arrangements apply to employees returning to work.

- (c) Satisfactory proof of illness may be required before payment is made for any sick leave. However, an employee shall be given notice if a medical certificate is required at the time of reporting off ill or within a reasonable time thereafter.
- (d) An employee terminating employment after five (5) years of service with the Hospital shall be entitled to payment of fifty percent (50%) of his unused sick pay credits which have accumulated.
- (e) Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided at least seven (7) days notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

ARTICLE N - COLLECTIVE AGREEMENT

The Hospital will distribute a copy of this Collective Agreement to each employee covered by the Agreement. The cost of printing the Collective Agreement will be shared equally by the Hospital and the local Union.

ARTICLE O - HAND TOOLS

The Hospital will provide an annual tool allowance of up to seventy-five (\$75.00) dollars payable each Agreement year to employees in the Maintenance Department for replacement and/or repair of worn out tools that are required by employees in the performance of their duties and initially purchased by employees. Payment shall be on a reimbursement basis upon presentation of replacement invoice.

ARTICLE P - MISCELLANEOUS

1. Laboratory Sampler Lead Hand wages adjusted to an additional 50 cents per hour effective renewal date of contract September 29, 1987.
2. The date for purposes of 9.06 is April 19, 1985.

ARTICLE Q - JOB [REDACTED]

The Hospital will during the term of the Agreement develop Job Descriptions for the classifications covered by the Collective Agreement. Upon completion of same, the Hospital will provide the Union with copies and duties will be reviewed with both new and current employees.

ARTICLE R - FILING CABINET AND SPACE

Space determined by the Hospital will be provided for a filing cabinet supplied by the Union. The Hospital will not be held responsible for loss or damage to the cabinet or its contents.

ARTICLE S - R.N.A. SKILL UTILIZATION

Where the Hospital requires that R.N.A.s acquire added skills, the educational component, as determined by the Hospital, will be provided or paid for by the Hospital.

ARTICLE T - OCCUPATIONAL HEALTH & SAFETY

The Union representative on the Occupational Health and Safety Committee will be certified as set out in the occupational Health and Safety Act. The costs associated with the initial training will be paid by the Hospital unless otherwise prescribed by the Occupational Health and Safety Act.

Once certified, this Union representative would be expected to remain on the Occupational Health and Safety Committee during the term of this Agreement. However, during the term of this Agreement the Hospital will pay for only one certified member.

ARTICLE U - MODIFIED WORK

1. The Hospital will notify C.U.P.E. Occupational Health & Safety Representative of the names of all C.U.P.E. employees off work due to a work related injury.
2. The Hospital shall provide copies of the Workers' Compensation Board's Form 7 to the union on any claim filed with the Workers' Compensation Board by the Hospital, or on behalf of the employee within two (2) days of the injury occurring and prior to filing it with the Workers' Compensation Board.

3. When the Hospital intends to intervene or dispute a Workers' Compensation Board claim, the Hospital shall notify the Union of its intention immediately.
4. The Hospital agrees to supply the Union with a copy of the Incident Report on any lost time injury.
5. Prior to an employee returning to work on a modified/light/alternate work program, the Hospital will invite a member of the local executive to the meeting at which a back to work program is discussed.
6. The modified/light/alternate work program shall be as described in the Hospital's Modified Work Policy (Human Resources Manual - K9 - revised September 1991), which shall be attached to this Collective Agreement as Appendix 1. Any changes to such policy shall only be instituted after discussion with the Union.

Dated at **ETOBICOKE**, Ontario this day of 1993.

FOR THE LOCAL UNION

Brenda DePuff
Walt L. Lisson
Ramade

FOR THE HOSPITAL

L. Joss
Nancy McKew

APPENDIX "1"
HUMAN RESOURCES MANUAL

Section:	K	Topic:	Modified Work Programme	K-9
Approved By:	R .A. Young	Issue Date:	December 1990	
		Revised:	September 1991	

POLICY

Queensway General Hospital will endeavour to accommodate the re-entry of all non-W.C.B. workers by offering a modified work programme. Early intervention is very important in the rehabilitation of any disabled worker. Lengthy absence from the workplace due to illness or accident impedes return to normal function, therefore early intervention is essential.

Recent research has shown that early vocational rehabilitation is beneficial to the health of the ill/injured worker. This is due to maintenance of the general physical conditioning, the return to the social environment of the workplace and the in-institution of the routine of regular work hours.

APPLICATION

All employees of the hospital.

TERMS OF REFERENCE

PURPOSE

1. To arrange appropriate work duties according to the recommendations of the employee's personal physician. These duties may be full or part-time.—
2. To communicate with the Nursing Unit Director, Department Head, the Occupational Health Physician, the Co-ordinator of Occupational Health and Safety. A positive approach by all team members will assist rehabilitating workers to return to expedient productive employment.

Each return-to-work modified work programme must be tailor-made to the specific needs of the individual to assist with the total recovery of the employee (physiological, psychological and financial).

3. To evaluate the effectiveness of the programme

PROCEDURE

1. Authorization regarding the employee's participation in a modified work programme is obtained from the employee's physician.
2. Payroll should be notified of any cost-sharing which may occur during the programme, i.e. sick time/paid hours. Human Resources should be contacted by the Occupational Health Co-ordinator to discuss the funding of the rehabilitation programme.
3. When rehabilitation necessitates consideration of the employee being given work outside the employee's own department or bargaining unit, Human Resources and a union representative should be consulted regarding waiver of job posting requirements.
4. Contact is made with the employee's manager and the Occupational Health Department to discuss a work programme.
5. Ideally, the functional abilities of the employee and a physical demands analysis should be determined with the assistance of a physiotherapist.
6. Job tasks that can be safely undertaken should be determined by the Occupational Health Department/the employee/family physician/physiotherapist.
7. The Nursing Unit Director or Department Head will inform the staff of the employee's modified work programme.
8. Prior to starting the programme, the rehabilitation plans will be discussed with the employee by the Occupational Health Co-ordinator/Occupational Health Nurse.
9. The Occupational Health Department will provide the employee's physician with a copy of the programme to obtain final approval prior to commencing the programme.

TIME FRAME

The employee will be monitored weekly by the Occupational Health Department and the employee's Nursing Unit Director/Department Head.

The monitoring process is twofold - (a) Nursing Unit Director will alert Occupational Health & Safety of any absenteeism or inability to perform at the level outlined in the rehabilitation programme; (b) the employee will do self-monitoring by completing the form provided by Occupational Health & Safety and returning this form to Occupational Health & Safety at a predetermined time. He/she will also keep in touch with the Occupational Health Department to update them regarding progress and treatment regimen.

LETTER OF UNDERSTANDING

between

QUEENSWAY GENERAL HOSPITAL ASSOCIATION
Etobicoke, Ontario

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(and its Local 1106)

Article 14:02 of the Collective Agreement between the above Parties reads:

"The Hospital will schedule one (1) fifteen (15) minute rest period for each full half scheduled shift."

The Parties to the above Agreement do hereby agree that effective September 29, 1991 and through until September 28, 1993 certain Department Heads and Head Nurses will be allowed to schedule rest periods as outlined above or as an alternative, may schedule one (1) thirty (30) minute rest period in the first half of a scheduled shift only.

It is understood that either choice must be consistently applied in a Department or Nursing Unit.

Dated at **ETOBICOKE**, Ontario this day of 1993.

For the
CANADIAN UNION OF PUBLIC EMPLOYEES
(and its Local 1106)

Branda Duffly
Vigil L. Glass
Kamalia

For the
QUEENSWAY GENERAL HOSPITAL

S. Jones
M. Kelly, R.N.

LETTER OF UNDERSTANDING - SCHEDULING

between

QUEENSWAY GENERAL HOSPITAL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(and its Local 1106)

The Union and the Hospital agree to establish a joint Union/Management Scheduling committee composed of no more than five (5) representatives of each party. This Committee shall review present schedules and shall receive **submissions** from any Employee/Supervisor on revisions to such schedules. Such revisions may be implemented on consent of both parties.

This Committee shall be restricted to schedules which conform, as a minimum, to all scheduling provisions contained in the current Collective Agreement, except where variations occur as a result of an approved self-scheduling arrangement, however, they will strive to achieve the following improvements:

- every second (2nd) weekend off;
- consecutive days off of no less than two (2) days off in conjunction with shift changes.

The Committee may also discuss extended tours and self-scheduling.

DATED AT **ETOBICOKE**, ONTARIO, THIS ____ DAY OF _____ 1993.

FOR THE HOSPITAL

L. Jones
M. Bradley *J. Billman*

FOR THE UNION

T. Brindall *D. Duffey*
Regina L. G. G. G.
S. Samaha

Letter **Of** Understanding
between
Queensway General Hospital
and
The Canadian Union **of** Public Employees
(and its Local **1106**)

The Parties to the above Agreement do hereby agree that:

In keeping with the philosophy of the Nursing Division at the Queensway General Hospital, both the Hospital and the R.N.A.s recognize their joint responsibility and commitment to provide and to participate in In-Service Education in order to continuously improve the quality of patient care, to promote the professional development of R.N.A.s and to increase their job satisfaction.

- The Hospital will endeavour to provide R.N.A.s with opportunities to attend Educational Programs related to the requirements of the Hospital during their regularly scheduled working hours.
- However, subject to the exigencies of patient care, the limitations of individual nurse schedules, the availability of educators and the logistics of a reasonable class size and particular course content it may at times be necessary to schedule such in-services outside of the regularly scheduled working hours of individual nurses.
- Should this occur and the daily hours exceed 7.5 or 11.25 and/or 75 hours bi-weekly, the additional time will not be deemed as overtime and will not be paid at premium rates.
- Any time spent in in-service which is over and above regularly scheduled hours may be taken in lieu time or money. Should an employee elect lieu time it must be taken within 30 calendar days.
- The above **terms** apply also to all classifications within the C.U.P.E. Bargaining Unit.

Employees who are members of committees will suffer no loss of earnings for time spent during regular working hours for attending committee meetings. Where an employee voluntarily attends a committee meeting outside of regularly scheduled hours, she will be paid for all hours spent in attendance at meetings at her regular straight time hourly rate, except for legislated committees which will be paid at time and one half.

Dated at Etobicoke, Ontario this 8th day of October 1992.

For the
Canadian Union of Public Employees
(and its Local 1106)

Barbara Duffy
John P. Kelly
Walter J. ...

For the
Queensway General Hospital

Raymond ...
R. Jones

LETTER OF INTENT
between
QUEENSWAY GENERAL HOSPITAL
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
(and its Local 1106)

Rest Facilities

At the present time the Hospital makes available for employee of your Bargaining Unit to use during meal and break periods, the Cafeteria (open 24 hours a day), a large room across from Medical Stores and some space on nursing units.

The Hospital will be undergoing extensive renovations in the next year and when completed we will assure that there will be a space or spaces for the use of employees for purposes mentioned above.

DATED: Oct 3/91

R.A. Young
R.A. YOUNG
FOR THE HOSPITAL

SALARY PLAN 1991/92**CUPE****FULL TIME**

CLASS	DATE	START		1 YEAR	2 YEAR	3 YEAR			
LAB SAMPLER	SEPT 29/91	2306.941	14 197	2334.797	14 368	2362.612	14 539	2417.172	14 875
	SEPT 29/92	2353.080	14 490	2381.493	14 656	2409.864	14 830	2465.516	15 173
ORDERLY	SEPT 29/91	2247.837	13 833	2331.434	14 347	2417.172	14 874		
	SEPT 29/92	2292.898	14 110	2378.062	14 634	2405.516	15 172		
HLTH CARE AIDE	SEPT 29/91	2057.542	12 863	2122.333	13 080	2171.641	13 364		
	SEPT 29/92	2096.693	12 917	2164.780	13 322	2215.074	13 632		
R.P.N. (RNAANA)	SEPT 29/91	2545.415	15 864	2629.118	16 179	2714.792	16 706		
	JAN 1/92	2767.552	17 031	2851.256	17 546	2936.929	18 073		
	SEPT 29/92	2822.903	17 372	2908.261	17 897	2995.668	18 435		
	JAN 1/93	2825.341	17 387	2910.718	17 912	2997.963	18 449		
O.R. TECH.	JAN 1/92	2742.025	16 874	2806.050	17 258	2869 100	17 656	2934.100	18 056
	SEPT 29/92	2796.866	17 535	2862.171	17 801	2926.482	18 333	3022.338	18 599
ASST-HEAD ORDERLY	SEPT 29/91	2320.879	14 282	2378.207	14 635	2418.263	14 881	2510.981	15 452
	SEPT 29/92	2367.297	14 568	2425.771	14 926	2466.626	15 179	2561.201	15 781
CERTIFIED	TRADES								
CLASS	DATE	START		6 MONTHS					
PAINTER	SEPT 29/91	2677.167	16 475	2750.654	16 927				
	SEPT 29/92	2730.710	16 805	2805.697	17 265				
CARPENTER ELECTRICIAN	SEPT 29/91	2867.258	17 645	2939.070	18 067				
	SEPT 29/92	2924.804	17 996	2997.962	18 449				
PLUMBER LEAD HAND	SEPT 29/91	3117.496	19 185	3256.260	20 036				
	SEPT 29/92	3179.846	19 589	3321.385	20 439				

05/17/94

SALARY PLAN 1991/92

1

67

SALARY PLAN 1901/92

CUPE
FULL TIME

CLASS	DATE	START	3 MONTHS	1 YEAR	2 YEAR				
JL1	SEPT 29/91	2088.185	12.850	2118.283	13.023	2143.846	13.193	2171.692	13.364
	SEPT 29/92	2129.949	13.107	2158.809	13.283	2186.723	13.456	2215.126	13.632
JL2	SEPT 29/91	2112.068	13.001	2143.846	13.193	2171.692	13.364	2199.517	13.535
	SEPT 29/92	2154.921	13.261	2186.723	13.456	2215.126	13.632	2243.506	13.806
JL3	SEPT 29/91	2202.830	13.556	2234.059	13.748	2272.429	13.984	2306.941	14.197
	SEPT 29/92	2246.867	13.827	2278.741	14.023	2317.878	14.264	2353.080	14.480
JL4	SEPT 29/91	2247.937	13.833	2296.074	14.068	2331.434	14.347	2372.924	14.603
	SEPT 29/92	2292.896	14.110	2331.798	14.350	2378.062	14.634	2420.383	14.896
JL5	SEPT 29/91	2320.879	14.282	2365.955	14.560	2418.263	14.861	2466.743	15.180
	SEPT 29/92	2367.297	14.568	2413.274	14.851	2466.628	15.179	2516.078	15.484
JL6	SEPT 29/91	2416.900	14.873	2479.520	15.258	2538.544	15.622	2597.558	15.985
	SEPT 29/92	2465.238	15.171	2529.110	15.563	2589.315	15.934	2649.510	16.305
JL7	SEPT 29/91	2507.385	15.490	2578.833	15.857	2639.322	16.242	2705.336	16.543
	SEPT 29/92	2557.513	15.798	2628.370	16.174	2692.108	16.567	2759.442	16.861
JL8	SEPT 29/91	2796.256	17.207			2867.259	17.645	2939.070	18.087
	SEPT 29/92	2852.181	17.552			2924.604	17.998	2997.962	18.449

***Ward Aides who have successfully completed a CSR course shall receive an increase of \$0.15 per hour.

JL1 Linen Keeper

JL2 Ward Aide, Lab Assistant, Dietary Machine Operator, Dietary Aide, Housekeeping Aide

JL3 Cafeteria Aide/Cashier, Fabric Repair Worker, Porter

JL4 Morgue Attendant, Third Cook, Dietary Shipper/Receiver, Materials Management Worker

JL5 Second Cook, Storeskeeper, Printer, Maintenance Worker, Shipper/Receiver, Equipment Repair Worker

JL6 Painter (uncertified)

JL7 Carpenter, Plumber, Electrician (uncertified)

JL8 Maintenance Mechanic I