

CUPE F.T. Same

**FULL-TIME**

**COLLECTIVE AGREEMENT**

**between**

**Centenary Health Centre**

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

**and**

**Canadian Union of Public Employees  
CUPE LOCAL 1320**

**(hereinafter called the "Union")**

**Expires: September 28, 1995**

## TABLE OF CONTENTS

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

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 9 -	SENIORITY . . . . .	9
9.01	Probationary Period . . . . .	9
9.02	Definition of Seniority . . . . .	10
9.03	<b>Loss</b> of Seniority . . . . .	11
9.04	Effect of <b>Absence</b> . . . . .	11
9.05	<b>Job</b> Posting . . . . .	11
9.06	<b>Transfer &amp;</b> Seniority <b>Outside</b> the <b>Bargaining</b> Unit . . . . .	13
9.07	Transfer of <b>Seniority &amp;</b> Service . . . . .	13
9.08	<b>Notice</b> and Redeployment Committee . . . . .	13
9.09	Layoff and Recall . . . . .	16
9.10	<b>Benefits</b> on Layoff . . . . .	17
9.11	Retraining . . . . .	18
9.12	Separation Allowances . . . . .	19
9.13	Portability of <b>Service</b> . . . . .	19
9.14	Technological Change . . . . .	20
ARTICLE 10 -	CONTRACTING OUT . . . . .	20
10.01	Contracting Out . . . . .	20
10.02	Contracting Out . . . . .	20
10.03	Contracting In . . . . .	21
ARTICLE 11 -	WORK OF THE BARGAINING UNIT . . . . .	21
11.01	Work of the Bargaining Unit . . . . .	21
11.02	<b>Volunteers</b> . . . . .	21
ARTICLE 12 -	LEAVES OF ABSENCE . . . . .	22
12.01	Personal <b>Leave</b> . . . . .	22
12.02	Union <b>Business</b> . . . . .	22
12.03(a)	Full-Time Position <b>with</b> the Union . . . . .	22
12.03(b)	<b>Leave</b> for OCHU <b>President and Secretary-Treasurer</b> . . . . .	23
12.04	<b>Bereavement</b> Leave . . . . .	23
12.05	Jury & Witness <b>Duty</b> . . . . .	24
12.06	Pregnancy <b>Leave</b> . . . . .	25
12.07	Parental <b>Leave</b> . . . . .	26
12.08	Education <b>Leave</b> . . . . .	28
12.09	<b>Pre-Paid</b> Leave Plan . . . . .	28

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 13-	SICK LEAVE. INJURY & DISABILITY . . . . .	30
13.01	Sick Leave . . . . .	30
13.02	<b>Sick Leave - Regular Part-time Employees</b> . . . . .	31
13.03	<b>Injury Pay</b> . . . . .	31
13.04	<b>Payment Pending Determination of WCB Claims</b> . . . . .	31
ARTICLE 14-	HOURS OF WORK . . . . .	32
14.01	Daily & Weekly Hours of Work . . . . .	32
14.02	Rest Periods . . . . .	32
14.03	Additional Rest Periods . . . . .	32
ARTICLE 15-	PREMIUM PAYMENT, . . . . .	32
15.01	Definition of <b>Regular Straight Time Rate of Pay</b> . . . . .	32
15.02	<b>Definition of Overtime</b> . . . . .	32
15.03	<b>Overtime Premium &amp; No Pyramiding</b> . . . . .	32
15.04	Time Off in Lieu of Overtime . . . . .	33
15.05	Reporting Pay . . . . .	33
15.06	Call-Back . . . . .	33
15.07	<b>Standby</b> . . . . .	33
15.08	Temporary <b>Transfer</b> . . . . .	33
15.09	Shift and Weekend Premium . . . . .	34
ARTICLE 16-	HOLIDAYS . . . . .	34
16.01	Number of <b>Holidays</b> . . . . .	34
16.02	<b>Definition of Holiday Pay &amp; Qualifiers</b> . . . . .	34
16.03	Payment for <b>Working on a Holiday</b> . . . . .	35
16.04	<b>Payment for Working Overtime on a Holiday</b> . . . . .	35
ARTICLE 17-	VACATIONS . . . . .	35
17.01	<b>Full-Time Vacation Entitlement. Qualifiers &amp; Calculation of Payment</b> . . . . .	35
17.02	<b>Work During Vacation</b> . . . . .	36
17.03	<b>illness During Vacation</b> . . . . .	36
17.03	<b>Bereavement During Vacation</b> . . . . .	36

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 18 -	HEALTH & WELFARE . . . . .	36
18.01	<b>Insured Benefits</b> . . . . .	36
<del>18.02</del>	<del>Change of Carrier</del> . . . . .	<del>37</del>
<del>18.03</del> (a)	<del>Pension</del> . . . . .	<del>38</del>
18.03 (b)	<b>Retirement Allowance</b> . . . . .	38
ARTICLE 19 -	<b>HEALTH &amp; SAFETY</b> . . . . .	38
19.01	Protective Footwear . . . . .	38
ARTICLE 20 -	COMPENSATION . . . . .	39
20.01 (a)	<b>Job Classification</b> . . . . .	39
20.01 (b)	Job Description . . . . .	40
<del>20.02</del>	<del>Job Classification (New)</del> . . . . .	<del>40</del>
<del>20.03</del>	<del>Promotion to a Higher Classification</del> . . . . .	<del>40</del>
20.04	<b>Wages &amp; Classification Premiums</b> . . . . .	41
ARTICLE 21 -	HOSPITAL OPERATING PLAN . . . . .	60
ARTICLE 22 -	DURATION . . . . .	60
22.01	Term . . . . .	60
22.02	<b>Central Bargaining</b> . . . . .	61
SIGNING PAGE	. . . . .	61
APPENDIX OF LOCAL ISSUES	. . . . .	62

## 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 or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. 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 Slim

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 hiring, 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 **attached 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 employed 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.

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**

**Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year,**

## **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 accrue for a period of **eighteen (18) months** if an employee's absence is due to a disability resulting in W.C.B. benefits or L.T.D. 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.**

**The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.**

**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 **selected** in accordance with the criteria for **selection above**, prior to considering persons not members of **CUPE** bargaining units at 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.

Posting **shall** provide the following information: nature of position, required knowledge **and** education, ability **and skills**, shift requirements and **wage** level.

**Applications to such job classification may be by employees** who have **completed** their probationary period but applicants from outside the bargaining unit shall not be considered prior to employees within the **bargaining unit unless** there **are** not applicants **from the** within the bargaining unit who are able to *meet the* normal requirements **of the** job. **It is** understood, however, that in filling a vacancy, the **Hospital will** not be confined to the applicants.

**An employee who is successful** on a posted job may not **apply for a posted job vacancy** for a period of twelve (12) months **unless** the **subsequent posted job** vacancy would mean a promotion to a **higher rated job for the employee**.

Nothing in **this Article shall** be construed as **restricting the** right of the Hospital to temporarily **assign** an employee to a **job** which qualifies for **posting** hereunder on a **temporary basis** until the **posting procedures have been complied with and arrangements** have been **laid** to permit the employee **selected** to fill the vacancy to be assigned to the **job** concerned.

**Temporary vacancies such as those caused by employees** being absent owing to **sickness, injury, vacations, leave of absence, jury duty, and transfers shall not be posted**.

### 9.06 - Transfer and Seniority Outside the Bargaining Unit

- (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 within **twenty-four (24) months** of the transfer he or she **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. An employee **not** returned to the bargaining unit within **24** months shall forfeit bargaining unit seniority.
- (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.

#### Implementation Note:

Notwithstanding (b), any **employee** with bargaining unit seniority who is out of the bargaining unit **as of the date** of the award and who **returns** to the bargaining unit within **1 year from the date of the award (June 4, 1996)** shall not forfeit their seniority.

### 9.07 - Transfer of Seniority and Service

**This clause** *does not* apply in a full-time bargaining unit collective agreement.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

**9.09 - 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 received 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** an 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 lay 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.**

#### 10.02 - Contracting Out

**Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is**

being contracted, **and** any subsequent such contractor, agrees:

- (1) to employ the **employees** thus **displaced** from the **hospital**; and
- (2) in doing **so** to stand, with respect to that work, in the place **of** the hospital for **the purposes of the** hospital's collective agreement with the Union, and to execute into **an** agreement **with the** Union **to** that effect.

In order to ensure compliance with this provision, **the hospital** agrees that it will **withdraw** the work from any contractor who **has** failed **to** meet the **aforesaid terms of the contracting-out** arrangement.

#### 10.03 - 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 - LEAVES OF ABSENCE

### 12.01 - Personal Leave

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

**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 positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer 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 tile hourly rate subject to (a), (b) and (c) above**.

12.06 - Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. **The service** requirement for eligibility for **pregnancy leave** shall be thirteen **(13) weeks of continuous service**.
- (b) The employee shall give written notification at **least two (2) weeks in** advance of the date of commencement **of such leave and the expected date of return**. **At such time she shall also** furnish the **Hospital** with the certificate of a legally qualified **medical practitioner** stating the **expected birth date**.
- (c) The employee shall **reconfirm** her intention to **return to work on the date originally approved in subsection (b) above** by written notification received by the **Hospital** at **least two (2) weeks in advance thereof**.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's **Supplementary Unemployment Benefit (SUB) Plan**, an **employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act**, shall be paid a supplemental unemployment benefit for a period not **exceeding fifteen (15) weeks**. The supplement shall be **equivalent** to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the **employee's unemployment insurance cheque stubs** shall constitute proof that **she is in receipt of Unemployment Insurance pregnancy benefits**.

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

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

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

payments received under the plan.

- (e) **Credits for service and seniority** shall accumulate for a period of up to seventeen (17) weeks while an **employee is on pregnancy leave**.
- (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 earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (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:

2. **As full time employees and the Employer are required to pay the designated premiums for Unemployment Insurance it is intended that employees avail themselves of the eligible sick leave benefits contained therein.**
3. **After six (6) months' continuous service as a full time employee, the Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.**
4. **In the event that a dispute arises between the Hospital and the Union, as to the provisions of this article it shall be resolved through the grievance and arbitration procedure. This shall not apply to any dispute between an employee or the Union and Insurer except when the Hospital is the Insurer.**

#### **13.02 Sick Leave - Regular Part-time Employees**

**Upon completion of probation, part-time employees will be credited with sick leave at the rate of one-half day per month of employment retroactive to the first eligible month. This sick leave may accumulate to a maximum of sixty half days. During the first two years of employment the first two days of each illness are not paid.**

#### **13.03 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.**

#### **13.04 - 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**

- (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) Pay for sick leave is for the sole and only purpose of protecting the eligible employee from loss of income of regular paid hours of work when legitimately ill and unable to work: and for which compensation is not available under the Worker's Compensation Act, or as provided in Articles 12.01 and 17.03.
- b) The total program of sick leave at Centenary Hospital consists of three distinct parts:
  - 1. A basic sick leave entirely financed by the hospital which provides benefits to full time employees upon completion of probationary period. The basic sick leave is a blending of sick days paid at 100% of normal earnings and sick days paid at 66 ⅔% of normal earnings up to a *maximum of 75 days* (ie. fifteen weeks). Sick Leave days at 100% of normal earnings accrue at the rate of 1 ½ for each completed month of work, however, during the first two years of employment the first two days of each illness are not paid. Each month thereafter an employee who works two-thirds of the month will convert a two-third day to one and one-half days.

Any illness in excess of three consecutive working days must be substantiated by medical certificate before payment from "accrued sick leave" will be made and the Hospital may require a medical certificate for any illness, having provided the employee or employees with prior notice. Having submitted notice of termination an employee will be required to substantiate illness to the satisfaction of the Employer before payment will be made from "accrued sick leave".

**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 work week for all employees shall average 75 hours per two-week period exclusive of meal periods, The normal hours of work shall be seven and one half (7½) hours per day exclusive of a half (½) hour unpaid meal break. It is understood, however, that this shall not be nor construed to be a guarantee as to the hours of work per day nor as to the hours of work per week, and some employees may be regularly scheduled to work less than thirty-seven and one half (37½) hours per week.**

### **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**

**Authorized work performed by an employee in excess of seventy-five (75) hours in a two-week period and authorized work performed by an employee in excess of seven and one-half (7½) hours in a day shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.**

### **15.03 - Overtime Premium and No Pyramiding**

**The overtime rate shall be time and one-half (1½) the employee's straight-time hourly rate.**

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

#### 15.04 - Time Off in Lieu of Overtime

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

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

#### 15.05 - Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) 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 ½) their regular hourly earnings.

#### 15.07 - Standby

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

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

#### 15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher

salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

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

#### 15.09 - Shift and Weekend Premium

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

### ARTICLE 16 - HOLIDAY

#### 16.01 - Number of Holidays

There shall be twelve (12) holidays and these holidays are *set out* in the attached 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, or 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 (1½) 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 Article H.**

**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 twenty-five (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 (1 ½) 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.**

#### 17.04 - Bereavement During Vacation

**Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.**

**The portion of the employee's vacation which is deemed to be bereavement 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 in effect as of September 28, 1993 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 in effect as of September 28, 1993 (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 HOODIP in effect as of September 28, 1993 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 in effect as of September 28, 1993 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 fur 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, enrol 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 to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix,

**Note:** The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

## ARTICLE 20 - COMPENSATION

### 20.01(a) - Job Classification

When a new classification (which is covered **by the terms of this** collective agreement) is established **by** the Hospital, the Hospital **shalt** 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.

20.01(b) - Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01(a) above,

20.02 - Job Classification (NEW)

Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to 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.

20.03 - 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]."



## CUPE - Wage Schedule "A"

**\*\*These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993"\*\*\***

*Effective: September 29, 1993 includes Pay Equity adjustments January 1, 1993*

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
<b>Group 1:</b>				
LABORATORY AIDE	101501	\$13.14	\$13.38	\$13.68
LABORATORY AIDE (U/P)	501501	\$13.14	\$13.38	\$13.68

**Group 2:**

LINEN/UNIFORM ATTENDANT	101504	\$13.52	\$13.81	\$14.09
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**Group 3:**

MAIL ROOM PROCESSOR	109024	\$13.78	\$14.06	\$14.36
INGREDIENT CONTROL	501509	\$13.78	\$14.06	\$14.36

**Group 4:**

(\*)-Pay Equity Job Rate Target for Group

PORTER	101511	\$14.04	\$14.32	\$14.67
CLEANER	101513	\$14.04	\$14.32	\$14.67
HOUSEKEEPING AIDE	101503	\$14.04	\$14.32	\$14.67
UNIT ASSISTANT	101036	\$14.04	\$14.32	\$14.67
SUPPLY ATTENDANT	101505	\$14.01	\$14.29	\$14.58
FOOD SERVICE AIDE	501502	\$13.87	\$14.10	\$14.40
CLERK TYPIST 2	101008	\$13.62	\$14.02	\$14.37
RESULTS CLERK	101010	\$13.62	\$14.02	\$14.37
CASHIER - F. & N.	501002	\$13.62	\$14.03	\$14.30
FILE CLERK	101001	\$13.62	\$14.03	\$14.30
FILM LIBRARY CLERK	101006	\$13.62	\$14.03	\$14.30
DATA ENTRY OPERATOR	101005	\$13.62	\$14.03	\$14.30

**Group 5:**

(\*)-Pay Equity Job Rate Target for Group

STORES RECEIVER	101517	\$14.32	\$14.67	\$15.01
STORES - RECEIVER F. & N.	501521	\$14.32	\$14.67	\$15.01
ASSISTANT COOK	501520	\$14.32	\$14.67	\$15.01
U.M.R.T. TRANSPORTER	101516	\$14.32	\$14.67	\$15.01
SUPPLIES PROCESSOR	109025	\$14.32	\$14.67	\$15.01
SECRETARY I	101029	\$14.19	\$14.53	\$14.92
O.R. BOOKING CLERK	101014	\$14.19	\$14.53	\$14.92
MEDIA PREP. ATTENDANT	501508	\$14.25	\$14.52	\$14.83
THERAPEUTIC DIET CLERK	501016	\$14.01	\$14.36	\$14.72
UNIT CLERK	101013	\$14.01	\$14.36	\$14.72
CASHIER - FROUNT DESK	101012	\$13.86	\$14.26	\$14.62
BOOKING RECEPTIONIST	101007	\$13.86	\$14.26	\$14.62

**Group 6:**

TRANSPORTER CENTRAL POOL	101519	\$14.48	\$14.79	\$15.13
TRANSPORTER-DIAG. IMAGING	501515	\$14.48	\$14.79	\$15.13
MORGUE ATTENDANT	101518	\$14.48	\$14.79	\$15.13

## JOB TITLE

### Group 7:

EMERGENCY ATTENDANT	501537	\$14.67	\$14.97	\$15.30
INCINERATOR OPERATOR	101512	\$14.67	\$14.97	\$15.30
O.T. ASSISTANT	501531	\$14.67	\$14.97	\$15.30
D.D.U. ATTENDANT	501539	\$14.67	\$14.97	\$15.30
O.R. ATTENDANT	501540	\$14.67	\$14.97	\$15.30
PURCHASING CLERK	101004	\$14.40	\$14.74	\$15.12
SECRETARY II	101030	\$14.40	\$14.74	\$15.12
PROCESSING TECHNICIAN	101508	\$14.44	\$14.72	\$15.02
ACCOUNTS PAYABLE CLERK	101009	\$14.07	\$14.46	\$14.83
ACCOUNTING CLERK/SECRETARY	101017	\$14.07	\$14.46	\$14.83
ACCOUNTS RECEIVABLE CLERK	101027	\$14.07	\$14.46	\$14.83

### Group 8:

CO-ORD. HOUSEKEEPING SUPPLIES	101543	\$14.85	\$15.21	\$15.54
CO-ORD. TRANSPORTING SERVICE	101523	\$14.85	\$15.21	\$15.54
ASSISTANT PRINTER	101524	\$14.85	\$15.21	\$15.54
MAINTENANCE 1 - HELPER	101522	\$14.85	\$15.21	\$15.54
MAINTENANCE STOREKEEPER	101639	\$14.85	\$15.21	\$15.54

### Group 9:

(\*)-Pay Equity Job Rate Target for Group

PRINTER	101525	\$15.01	\$15.35	\$15.75
AUDIO VISUAL ASSISTANT	101514	\$15.01	\$15.35	\$15.75
SR. O.R. BOOKING CLERK	101035	\$15.01	\$15.35	\$15.75
MEDICAL SECRETARY	101025	\$15.01	\$15.35	\$15.75
SECRETARY III	101031	\$14.63	\$14.99	\$15.38
RESOURCE UNIT CLERK	101023	\$14.63	\$14.99	\$15.38
MEDICAL DICTA TYPIST	101021	\$14.63	\$14.99	\$15.38
MEDICAL DICTA TYPIST (U/P)	501021	\$14.63	\$14.99	\$15.38
ADMITTING CLERK	501015	\$14.51	\$14.88	\$15.22
INSURANCE VERIFICATION CLERK	101019	\$14.51	\$14.88	\$15.22
SWITCHBOARD OPERATOR	101011	\$14.34	\$14.76	\$15.12

### Group 10:

COOK				
EXPERIMENT TECH				

### Group 11:

GARDENER	101528	\$15.69	\$16.08	\$16.49
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### Group 12:

ORTHOPAEDIC PLASTER	101529	\$16.06	\$16.46	\$16.85
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## CUPE - Wage Schedule "A"

**\*\*These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993"\*\***

*Effective: September 29, 1993 Includes Pay Equity adjustments January 1, 1993*

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
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### Group 13:

ELECTRONIC TECHNICIAN	101542	\$16.27	\$16.68	\$17.14
MAINTENANCE 2	101541	\$16.27	\$16.68	\$17.14

### Group 16:

(\*)-Pay Equity Job Rate Target for Group

TRANSPORT SYSTEMS MECH.	101546	\$18.08	\$18.57	\$19.08
HEALTH RECORD TECH.	101026	\$18.14	\$18.24	\$18.62
PHLEBOTOMIST	501534	\$17.23	\$17.54	\$17.88
SR. BED ALLOCATION CLERK	501024	\$17.03	\$17.44	\$17.84
SR. SWITCHBOARD OPERATOR	101022	\$16.95	\$17.29	\$17.68
COMPUTER OPERATOR	101020	\$16.95	\$17.29	\$17.68

### Group 17:

(\*)-Pay Equity Job Rate Target for Group

JOURNEYMAN ELECTRICIAN	101547	\$18.56	\$19.07	\$19.60
JOURNEYMAN MILLWRIGHT	101549	\$18.56	\$19.07	\$19.60
JOURNEYMAN PLUMBER	101548	\$18.56	\$19.07	\$19.60
REGISTERED PRACTICAL NURSE	501532	\$17.59	\$17.91	\$18.23
REG. PRACTICAL NURSE (Pending)	501538	\$17.59	\$17.91	\$18.23
TECHNICIAN	501533	\$17.59	\$17.91	\$18.23
RADIO THERAPY ASSIST	501536	\$17.59	\$17.91	\$18.23

### Group 18:

SR. ELECTRONIC TECHN.	101550	\$19.23	\$19.79	\$20.38
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## CUPE - Wage Schedule "B"

**\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993"\*\*\***

**Effective: September 29, 1993 Includes Pay Equity adjustments January 1, 1993**

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
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### Group 2:

LINEN/UNIFORM ATTENDANT	101504	\$13.39	\$13.67	\$13.95
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### Group 3:

MAIL ROOM PROCESSOR	109024	\$13.64	\$13.92	\$14.22
INGREDIENT CONTROL	501509	\$13.64	\$13.92	\$14.22

### Group 4:

PORTER	101511	\$13.90	\$14.18	\$14.52
CLEANER	101513	\$13.90	\$14.18	\$14.52
HOUSEKEEPING AIDE	101503	\$13.90	\$14.18	\$14.52
UNIT ASSISTANT	101036	\$13.90	\$14.18	\$14.52
SUPPLY ATTENDANT	101505	\$13.87	\$14.15	\$14.44
FOOD SERVICE AIDE	501502	\$13.73	\$13.96	\$14.26
CLERK TYPIST 2	101008	\$13.49	\$13.88	\$14.23
RESULTS CLERK	101010	\$13.49	\$13.88	\$14.23
CASHIER - F. & N.	501002	\$13.49	\$13.89	\$14.16
FILE CLERK	101001	\$13.49	\$13.89	\$14.16
FILM LIBRARY CLERK	101006	\$13.49	\$13.89	\$14.16
DATA ENTRY OPERATOR	101005	\$13.49	\$13.89	\$14.16

### Group 5:

(\*)-Pay Equity Job Rate Target for Group

STORES RECEIVER	101517	\$14.18	\$14.52	\$14.86
STORES - RECEIVER F. & N.	501521	\$14.18	\$14.52	\$14.86
ASSISTANT COOK	501520	\$14.18	\$14.52	\$14.86
LABOR. TRANSPORTER	101516	\$14.18	\$14.52	\$14.86
SUPPLIES PROCESSOR	109025	\$14.18	\$14.52	\$14.86
SECRETARY I	101029	\$14.05	\$14.39	\$14.77
O.R. BOOKING CLERK	101014	\$14.05	\$14.39	\$14.77
MEDIA PREP. ATTENDANT	501506	\$14.11	\$14.38	\$14.68
THERAPEUTIC DIET CLERK	501010	\$13.87	\$14.22	\$14.57
UNIT CLERK	101013	\$13.87	\$14.22	\$14.57
CASHIER - FRONT DESK	101012	\$13.72	\$14.12	\$14.48
BOOKING RECEPTIONIST	101007	\$13.72	\$14.12	\$14.48

### Group 6:

TRANSPORTER CENTRAL POOL	101519	\$14.34	\$14.64	\$14.98
TRANSPORTER-DIAG. IMAGING	501515	\$14.34	\$14.64	\$14.98
MORGUE ATTENDANT	101518	\$14.34	\$14.64	\$14.98

## CUPE - Wage Schedule "B"

**\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993"\*\*\***

EMERGENCY ATTENDANT	501537	\$14.52	\$14.82	\$15.15
INCINERATOR OPERATOR	101512	\$14.52	\$14.82	\$15.15
O.T. ASSISTANT	501531	\$14.52	\$14.82	\$15.15
D.D.U. ATTENDANT	501536	\$14.52	\$14.82	\$15.15
O.R. ATTENDANT	501540	\$14.52	\$14.82	\$15.15
PURCHASING CLERK	101004	\$14.26	\$14.59	\$14.97
SECRETARY II	101030	\$14.26	\$14.59	\$14.97
PROCESSING TECHNICIAN	101508	\$14.30	\$14.57	\$14.87
ACCOUNTS PAYABLE CLERK	101009	\$13.93	\$14.32	\$14.68
ACCOUNTING CLERK/SECRETARY	101017	\$13.93	\$14.32	\$14.68
ACCOUNTS RECEIVABLE CLERK	101027	\$13.93	\$14.32	\$14.68

### Group 8:

CO-ORD HOUSEKEEPING SUPPLIES	101543	\$14.70	\$15.06	\$15.39
CO-ORD TRANSPORTING SERVICES	101523	\$14.70	\$15.06	\$15.39
ASSISTANT PRINTER	101524	\$14.70	\$15.06	\$15.39
MAINTENANCE 1 - HELPER	101522	\$14.70	\$15.06	\$15.39
MAINTENANCE STOREKEEPER	101639	\$14.70	\$15.06	\$15.39

### Group 9:

(\*) Pay Equity Job Rate Target for Group

PRINTER	101525	\$14.86	\$15.20	\$15.59
AUDIO VISUAL ASSISTANT	101514	\$14.86	\$15.20	\$15.59
SR. O.R. BOOKING CLERK	101035	\$14.86	\$15.20	\$15.59
MEDICAL SECRETARY	101025	\$14.86	\$15.20	\$15.59
SECRETARY III	101031	\$14.49	\$14.84	\$15.23
RESOURCE UNIT CLERK	101023	\$14.49	\$14.84	\$15.23
MEDICAL DICTA TYPIST	101021	\$14.49	\$14.84	\$15.23
MEDICAL DICTA TYPIST (U/P)	501021	\$14.49	\$14.84	\$15.23
ADMITTING CLERK	501015	\$14.37	\$14.73	\$15.07
INSURANCE VERIFICATION CLERK	101019	\$14.37	\$14.73	\$15.07
SWITCHBOARD OPERATOR	101011	\$14.20	\$14.61	\$14.97

### Group 10:

COOK	501526	\$15.15	\$15.58	\$15.96
EQUIPMENT TECHNICIAN	101527	\$15.15	\$15.58	\$15.96

### Group 11:

GARDENER				
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## CUPE - Wage Schedule "B"

**\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993"\*\*\***

**Effective: September 29, 1993 includes Pay Equity adjustments January 1, 1993**

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
ELECTRONIC TECHNICIAN	101542	\$16.11	\$16.51	\$16.97
MAINTENANCE 2	101541	\$16.11	\$16.51	\$16.97

**Group 14:**

PAINTER	101530	\$16.56	\$16.88	\$17.24
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**Group 15:**

PLASTER PAINTER	101545	\$16.65	\$17.04	\$17.50
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**Group 16:**

(\*) Pay Equity Job Rate Target for Group

TRANSPORT SYSTEMS MECH.	101546	\$17.90	\$18.39	\$18.89
HEALTH RECORD TECH.	101026	\$17.96	\$18.06	\$18.44
PHLEBOTOMIST	501534	\$17.06	\$17.37	\$17.70
SR. BED ALLOCATION CLERK	501024	\$16.86	\$17.27	\$17.66
SR. SWITCHBOARD OPERATOR	101022	\$16.78	\$17.12	\$17.50
COMPUTER OPERATOR	101020	\$16.78	\$17.12	\$17.50

JOURNEYMAN ELECTRICIAN	101547	\$18.38	\$18.88	\$19.41
JOURNEYMAN MILLWRIGHT	101549	\$18.38	\$18.88	\$19.41
JOURNEYMAN PLUMBER	101548	\$18.38	\$18.88	\$19.41
REGISTERED PRACTICAL NURSE	501532	\$17.42	\$17.73	\$18.05
REG. PRACTICAL NURSE (Pending)	501538	\$17.42		
O.R. TECHNICIAN	501533	\$17.42	\$17.73	\$18.05
PHYSIOTHERAPY ASSIST	501536	\$17.42	\$17.73	\$18.05

## CUPE - Wage Schedule "A"

\*\*These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\*

*Effective: September 29, 1994 includes Pay Equity adjustments from January 1, 1994*

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
<b>Group 1:</b>				
LABORATORY AIDE	101501	\$13.69	\$13.93	\$14.23
LABORATORY AIDE (U/P)	501501	\$13.69	\$13.93	\$14.23

<b>Group 2:</b>				
LINEN/UNIFORM ATTENDANT	101504	\$13.66	\$13.94	\$14.23

<b>Group 3:</b>				
MAIL ROOM PROCESSOR	109024	\$13.91	\$14.20	\$14.51
INGREDIENT CONTROL	501509	\$13.91	\$14.20	\$14.51

<b>Group 4:</b> (*)-Pay Equity Job Rate Target for Group				
PORTER	101511	\$14.18	\$14.47	\$14.81 *
UNIT ASSISTANT	101036	\$14.18	\$14.47	\$14.81 *
HOUSEKEEPER	101503	\$14.18	\$14.47	\$14.81 *
SUPPLY ATTENDANT	101640	\$14.18	\$14.47	\$14.77
FOOD SERVICE AIDE	501502	\$14.15	\$14.38	\$14.69
CLERK TYPIST 2	101008	\$13.91	\$14.31	\$14.67
RESULTS CLERK	101010	\$13.91	\$14.31	\$14.67
CASHIER - F. & N.	501002	\$13.95	\$14.36	\$14.64
FILE CLERK	101001	\$13.95	\$14.36	\$14.64
FILM LIBRARY CLERK	101006	\$13.95	\$14.36	\$14.64
DATA ENTRY OPERATOR	101005	\$13.78	\$14.17	\$14.44

<b>Group 5:</b> (*)-Pay Equity Job Rate Target for Group				
SUPPLIES PROCESSOR	109025	\$14.47	\$14.81	\$15.16 *
U.M.R.T. TRANSPORTER	101516	\$14.47	\$14.81	\$15.16 *
STORES RECEIVER	101517	\$14.47	\$14.81	\$15.16 *
STORES - RECEIVER F. & N.	501521	\$14.47	\$14.81	\$15.16 *
ASSISTANT COOK	501520	\$14.47	\$14.81	\$15.16 *
SUPPLY ATTENDANT (O.R.)	101505	\$14.38	\$14.73	\$15.12
SECRETARY I	101029	\$14.38	\$14.73	\$15.12
O.R. BOOKING CLERK	101014	\$14.38	\$14.73	\$15.12
MEDIA PREP. ATTENDANT	501506	\$14.38	\$14.73	\$15.08
UNIT CLERK	101013	\$14.30	\$14.66	\$15.02
THERAPEUTIC DIET CLERK	501016	\$14.30	\$14.66	\$15.02
CASHIER - FROUNT DESK	101012	\$14.20	\$14.61	\$14.98
BOOKING RECEPTIONIST	101007	\$14.20	\$14.61	\$14.98

<b>Group 6</b>				
TRANSPORTER CENTRAL POOL		\$14.63		
MORGUE ATTENDANT	101518	\$14.63		\$15.28
TRANSPORTER-DIAG. IMAGING	501515	\$14.63	\$14.93	\$15.28

## CUPE - Wage Schedule "A"

These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\*

*Effective: September 29, 1994 includes Pay Equity adjustments from January 1, 1994*

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
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**Group 7:** (\*) Pay Equity Job Rate Target for Group

INCINERATOR OPERATOR	101512	\$14.81	\$15.12	\$15.45 *
O.R. ATTENDANT	501540	\$14.81	\$15.12	\$15.45 *
D.D.U. ATTENDANT	501539	\$14.81	\$15.12	\$15.45 *
O.T. ASSISTANT	501531	\$14.81	\$15.12	\$15.45 *
EMERGENCY ATTENDANT	501537	\$14.81	\$15.12	\$15.45 *
SECRETARY II	101030	\$14.65	\$14.99	\$15.37
PURCHASING CLERK	101004	\$14.65	\$14.99	\$15.37
PROCESSING TECHNICIAN	101508	\$14.74	\$15.02	\$15.32
ACCOUNTING CLERK/SECRETARY	101017	\$14.47	\$14.86	\$15.23
ACCOUNTS RECEIVABLE CLERK	101027	\$14.47	\$14.86	\$15.23
ACCOUNTS PAYABLE CLERK	101009	\$14.47	\$14.86	\$15.23

**Group 8:**

MAINTENANCE 1 - HELPER	101522	\$15.00	\$15.36	\$15.70
MAINTENANCE STOREKEEPER	101639	\$15.00	\$15.36	\$15.70
CO-ORD. TRANSPORTING SERVICES	101523	\$15.00	\$15.36	\$15.70
ASSISTANT PRINTER	101524	\$15.00	\$15.36	\$15.70
CO-ORD. HOUSEKEEPING SUPPLIES	101543	\$15.00	\$15.36	\$15.70

**Group 9:** (\*) Pay Equity Job Rate Target for Group

AUDIO VISUAL ASSISTANT	101514	\$15.16	\$15.51	\$15.90 *
MEDICAL SECRETARY	101025	\$15.16	\$15.51	\$15.90 *
SR. O.R. BOOKING CLERK	101035	\$15.16	\$15.51	\$15.90 *
PRINTER	101526	\$15.16	\$15.51	\$15.90 *
SECRETARY III	101031	\$14.95	\$15.31	\$15.71
MEDICAL DICTA TYPIST	101021	\$14.95	\$15.31	\$15.71
MEDICAL DICTA TYPIST (U/P)	501021	\$14.95	\$15.31	\$15.71
RESOURCE UNIT CLERK	101023	\$14.95	\$15.31	\$15.71
ADMITTING CLERK	501015	\$14.91	\$15.28	\$15.63
INSURANCE VERIFICATION CLERK	101019	\$14.91	\$15.28	\$15.63
SWITCHBOARD OPERATOR	101011	\$14.83	\$15.25	\$15.62

**Group 10:**

COOK	501526	\$15.45	\$15.89	\$16.28
EQUIPMENT TECHNICIAN	101527	\$15.45	\$15.89	\$16.28

**Group 11:**

GARDENER	101528	\$15.84	\$16.24	\$16.66
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## CUPE - Wage Schedule "A"

These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\*

Effective: September 29, 1994 includes Pay Equity adjustments from January 1, 1994

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
<b>Group 12:</b>				
ORTHOPAEDIC PLASTER	101529	\$16.22	\$16.63	\$17.02

			\$16.84	\$17.31
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### Group 14:

PAINTER	101530	\$16.89	\$17.22	\$17.59
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### Group 15:

PLASTER PAINTER	101545	\$16.98	\$17.38	\$17.85
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### Group 16:

(\*)-Pay Equity Job Rate Target for Group

TRANSPORT SYSTEMS MECH	101546	\$18.26	\$18.76	\$19.27
HEALTH RECORD TECH.	101026	\$18.26	\$18.62	\$19.00
PHLEBOTOMIST	501534	\$17.97	\$18.29	\$18.63
SR. BED ALLOCATION CLERK	501024	\$17.79	\$18.21	\$18.61
COMPUTER OPERATOR	101020	\$17.78	\$18.13	\$18.51
SR. SWITCHBOARD OPERATOR	101022	\$16.62	\$16.95	\$17.33

### Group 17:

JOURNEYMAN ELECTRICIAN	101547	\$18.75	\$19.26	\$19.80
JOURNEYMAN MILLWRIGHT	101548	\$18.75	\$19.26	\$19.80
JOURNEYMAN PLUMBER	101548	\$18.75	\$19.26	\$19.80
REGISTERED PRACTICAL NURSE	501532	\$18.42	\$18.74	\$19.07
PHYSIOTHERAPY ASSIST	501536	\$18.42	\$18.74	\$19.07
O.R. TECHNICIAN	501533	\$18.42	\$18.74	\$19.07
REG. PRACTICAL NURSE (Pending)	501538	\$18.42		

### Group 18:

SR. ELECTRONIC TECHN.	101550	\$19.42	\$19.98	\$20.59
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## CUPE - Wage Schedule "B"

\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\*

Effective: September 29, 1994 Includes Pay Equity adjustments from January 1, 1994

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
<b>Group 1:</b>				
LABORATORY AIDE	101501	\$13.42	\$13.68	\$13.95
LABORATORY AIDE (U/P)	501501	\$13.42	\$13.68	\$13.95

<b>Group 3:</b>				
MAIL ROOM PROCESSOR	109024	\$13.64	\$13.92	\$14.22
INGREDIENT CONTROL	501509	\$13.64	\$13.92	\$14.22

<b>Group 4:</b>		(*) Pay Equity Job Rate Target for Group		
PORTER	101511	\$13.90	\$14.18	\$14.52 *
UNIT ASSISTANT	101036	\$13.90	\$14.18	\$14.52 *
HOUSEKEEPER	101503	\$13.90	\$14.18	\$14.52 *
SUPPLY ATTENDANT	101640	\$13.90	\$14.18	\$14.48
FOOD SERVICE AIDE	501502	\$13.87	\$14.10	\$14.40
CLERK TYPIST 2	101008	\$13.64	\$14.03	\$14.38
RESULTS CLERK	101010	\$13.64	\$14.03	\$14.38
CASHIER - F. & N.	501002	\$13.68	\$14.08	\$14.35
FILE CLERK	101001	\$13.68	\$14.08	\$14.35
FILM LIBRARY CLERK	101006	\$13.68	\$14.08	\$14.35
DATA ENTRY OPERATOR	101005	\$13.49	\$13.89	\$14.16

<b>Group 5:</b>		(*) Pay Equity Job Rate Target for Group		
SUPPLIES PROCESSOR	109025	\$14.18	\$14.52	\$14.86 *
U.M.R.T. TRANSPORTER	101516	\$14.18	\$14.52	\$14.86 *
STORES RECEIVER	101517	\$14.18	\$14.52	\$14.86 *
STORES - RECEIVER F. & N.	501521	\$14.18	\$14.52	\$14.86 *
ASSISTANT COOK	501520	\$14.18	\$14.52	\$14.86 *
SUPPLY ATTENDANT (O.R.)	101505	\$14.10	\$14.44	\$14.82
SECRETARY I	101029	\$14.10	\$14.44	\$14.82
O.R. BOOKING CLERK	101014	\$14.10	\$14.44	\$14.82
MEDIA PREP. ATTENDANT	501506	\$14.10	\$14.44	\$14.78
UNIT CLERK	101013	\$14.02	\$14.37	\$14.72
THERAPEUTIC DIET CLERK	501016	\$14.02	\$14.37	\$14.72
CASHIER - FROUNT DESK	101012	\$13.92	\$14.32	\$14.68
BOOKING RECEPTIONIST	101007	\$13.92	\$14.32	\$14.68

<b>Group 6:</b>				
TRANSPORTER CENTRAL POOL	101519	\$14.34	\$14.64	\$14.98
MORGUE ATTENDANT	101518	\$14.34	\$14.64	\$14.98
TRANSPORTER-DIAG. IMAGING	501515	\$14.34	\$14.64	\$14.88

<b>Group 7:</b>		Pa Equi Job-Rate Target for Group		
INCINERATOR OPERATOR		\$14.52	\$14.82	\$15.15 *
O.R. ATTENDANT	501512	\$14.52	\$14.82	\$15.15 *
	501540			



## CUPE - Wage Schedule "B"

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"The Social Contract Act, 1993" \*\***

*Effective: September 29, 1994 includes Pay Equity adjustments from January 1, 1994*

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
D.D.U. ATTENDANT	501539	\$14.52	\$14.82	\$15.15
O.T. ASSISTANT	501531	\$14.52	\$14.82	\$15.15
EMERGENCY ATTENDANT	501537	\$14.52	\$14.82	\$15.15
SECRETARY II	101030	\$14.36	\$14.69	\$15.07
PURCHASING CLERK	101004	\$14.36	\$14.69	\$15.07
PROCESSING TECHNICIAN	101508	\$14.45	\$14.72	\$15.02
ACCOUNTING CLERK/SECRETARY	101017	\$14.18	\$14.57	\$14.93
ACCOUNTS RECEIVABLE CLERK	101027	\$14.18	\$14.57	\$14.93
ACCOUNTS PAYABLE CLERK	101009	\$14.18	\$14.57	\$14.93

### Group 8:

MAINTENANCE 1 - HELPER	101522	\$14.70	\$15.06	\$15.39
MAINTENANCE STOREKEEPER	101639	\$14.70	\$15.06	\$15.39
CO-ORD. TRANSPORTING SERVICES	101523	\$14.70	\$15.06	\$15.39
ASSISTANT PRINTER	101524	\$14.70	\$15.06	\$15.39
CO-ORD. HOUSEKEEPING SUPPLIES	101543	\$14.70	\$15.06	\$15.39

### Group 9:

(\*)-Pay Equity Job Rate Target for Group

AUDIO VISUAL ASSISTANT	101514	\$14.86	\$15.20	\$15.59
MEDICAL SECRETARY	101025	\$14.86	\$15.20	\$15.59
SR. O.R. BOOKING CLERK	101035	\$14.86	\$15.20	\$15.59
PRINTER	101525	\$14.86	\$15.20	\$15.59
SECRETARY III	101031	\$14.66	\$15.01	\$15.40
MEDICAL DICTA TYPIST	101021	\$14.66	\$15.01	\$15.40
MEDICAL DICTA TYPIST (U/P)	501021	\$14.66	\$15.01	\$15.40
RESOURCE UNIT CLERK	101023	\$14.66	\$15.01	\$15.40
ADMITTING CLERK	501015	\$14.62	\$14.98	\$15.32
INSURANCE VERIFICATION CLERK	101019	\$14.62	\$14.98	\$15.32
SWITCHBOARD OPERATOR	101011	\$14.54	\$14.95	\$15.31

### Group 10:

COOK	501526	\$15.15	\$15.58	\$15.96
EQUIPMENT TECHNICIAN	101527	\$15.15	\$15.58	\$15.96

### Group 11:

GARDENER				
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### Group 12:

ORTHOPAEDIC PLASTER	101529	\$15.90	\$16.30	\$16.68
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### Group 13:

ELECTRONIC TECHNICIAN	101542	\$16.11	\$16.51	\$16.97
MAINTENANCE 2	101541	\$16.11	\$16.51	\$16.97

### Group 14:

## CUPE - Wage Schedule "B"

\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\*

*Effective: September 29, 1994 Includes Pay Equity adjustments from January 1, 1994*

JOB TITLE	J.C. #	START	3 MTH.	15 MTH.
PAINTER	101530	\$16.56	\$16.88	\$17.24

### Group 15:

PLASTER PAINTER	101545	\$16.65	\$17.04	\$17.50
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### Group 16:

(\*) Pay Equity Job Rate Target for Group

TRANSPORT SYSTEMS MECH.	101546	\$17.90	\$18.39	\$18.89
HEALTH RECORD TECH.	101026	\$17.90	\$18.25	\$18.63
PHLEBOTOMIST	501534	\$17.62	\$17.93	\$18.26
SR. BED ALLOCATION CLERK	501024	\$17.44	\$17.85	\$18.24
COMPUTER OPERATOR	101020	\$17.43	\$17.77	\$18.15
SR. SWITCHBOARD OPERATOR	101022	\$16.29	\$16.62	\$16.99

### Group 17:

JOURNEYMAN ELECTRICIAN	101547	\$18.38	\$18.88	\$19.41
JOURNEYMAN MILLWRIGHT	101549	\$18.38	\$18.88	\$19.41
JOURNEYMAN PLUMBER	101548	\$18.38	\$18.88	\$19.41
REGISTERED PRACTICAL NURSE	501532	\$18.06	\$18.37	\$18.69
PHYSIOTHERAPY ASSIST	501536	\$18.06	\$18.37	\$18.69
O.R. TECHNICIAN	501533	\$18.06	\$18.37	\$18.69
REG. PRACTICAL NURSE (Pending)	501538	\$18.06		

### Group 18:

SR. ELECTRONIC TECHN.	101550	\$19.04	\$19.59	\$20.18
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## CUPE - Wage Schedule "A"

"These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\*

*Effective: Sept 29/95 (includes Pay Equity adjustments for Jan 1/95)*

<b>Group 1:</b>			
A-LABORATORY AIDE	\$13.69	\$13.93	\$14.23
<b>Group 2:</b>			
A-LINEN/UNIFORM ATTENDANT	\$13.66	\$13.94	\$14.23
<b>Group 3:</b>			
MAIL ROOM PROCESSOR	\$13.91	\$14.20	\$14.51
INGREDIENT CONTROL	\$13.91	\$14.20	\$14.51
<b>Group 4:</b>			
PORTER	\$14.18	\$14.47	\$14.81
UNIT ASSISTANT	\$14.18	\$14.47	\$14.81
HOUSEKEEPER	\$14.18	\$14.47	\$14.81
SUPPLY ATTENDANT	\$14.18	\$14.47	\$14.81
FOOD SERVICE AIDE	\$14.18	\$14.47	\$14.81
CLERK TYPIST 2	\$14.18	\$14.47	\$14.81
RESULTS CLERK	\$14.18	\$14.47	\$14.81
CASHIER - F. & N.	\$14.18	\$14.47	\$14.81
FILE CLERK	\$14.18	\$14.47	\$14.81
FILM LIBRARY CLERK	\$14.18	\$14.47	\$14.81
DATA ENTRY OPERATOR	\$14.18	\$14.47	\$14.81
<b>Group 5:</b>			
SUPPLIES PROCESSOR	\$14.47	\$14.81	\$15.16
U.M.R.T. TRANSPORTER	\$14.47	\$14.81	\$15.16
STORES RECEIVER	\$14.47	\$14.81	\$15.16
STORES - RECEIVER F. & N.	\$14.47	\$14.81	\$15.16
ASSISTANT COOK	\$14.47	\$14.81	\$15.16
SUPPLY ATTENDANT (O.R.)	\$14.47	\$14.81	\$15.16
SECRETARY I *	\$14.47	\$14.81	\$75.16
O.R. BOOKING CLERK	\$14.47	\$14.81	\$15.16
THERAPEUTIC DIET CLERK		\$14.81	\$15.16
BOOKING RECEPTIONIST	\$14.47	\$14.81	\$15.16
<b>Group 6:</b>			
TRANSPORTER CENTRAL POOL	\$14.63	\$14.93	\$15.28
MORGUE ATTENDANT	\$14.63	\$14.93	\$15.28
TRANSPORTER-DIAG. IMAGING	\$14.63	\$14.93	\$15.28
<b>Group 7:</b>			

## CUPE - Wage Schedule "A"

**\*\*These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\***

**Effective: Sept 29/95 (includes Pay Equity adjustments for Jan 1/95)**

INCINERATOR OPERATOR	\$14.81	\$15.12	\$15.45
O.R. ATTENDANT	\$14.81	\$15.12	\$15.45
D.D.U. ATTENDANT	\$14.81	\$15.12	\$15.45
O.T. ASSISTANT	\$14.81	\$15.12	\$15.45
EMERGENCY ATTENDANT	\$14.81	\$15.12	\$15.45
			\$15.45
PURCHASING CLERK	\$14.81	\$15.12	\$15.45
PROCESSING TECHNICIAN	\$14.81	\$15.12	\$15.45
ACCOUNTING CLERK/SECRETAR	\$14.81	\$15.12	\$15.45
ACCOUNTS RECEIVABLE CLERK	\$14.81	\$15.12	\$15.45
ACCOUNTS PAYABLE CLERK	\$14.81	\$15.12	\$15.45
UNIT CLERK	\$14.81	\$15.12	\$15.45
			\$15.70
MAINTENANCE STOREKEEPER	\$15.00	\$15.36	\$15.70
CO-ORD. TRANSPORTING SERVI	\$15.00	\$15.36	\$15.70
<b>Group 9:</b>			
MEDICAL SECRETARY	\$15.16	\$15.51	\$15.90
PRINTER	\$15.16	\$15.51	\$15.90
SECRETARY III	\$15.16	\$15.51	\$15.90
MEDICAL DICTA TYPIST	\$15.16	\$15.51	\$15.90
MEDICAL DICTA TYPIST (U/P)	\$15.16	\$15.51	\$15.90
ADMITTING CLERK	\$15.16	\$15.51	\$15.90
INSURANCE VERIFICATION CLERK	\$15.16	\$15.51	\$15.90
SWITCHBOARD OPERATOR	\$15.16	\$15.51	\$15.90
COOK	\$15.45	\$15.89	\$16.28
MAINTENANCE 2	\$16.43	\$16.84	\$17.31

## CUPE - Wage Schedule "A"

**\*\*These rates apply only to 'LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\***

**Effective: Sept 29/95 (includes Pay Equity adjustments for Jan 1/95)**

<b>Group 14:</b>			
PAINTER			
<b>Group 15:</b>			
PLASTER PAINTER			
<b>Group 16:</b>			
	\$18.26	\$18.76	\$19.27
SR. BED ALLOCATION CLERK	\$18.26	\$18.76	<del>\$19.27</del>
COMPUTER OPERATOR	\$18.26	\$18.76	\$19.27
SR. SWITCHBOARD OPERATOR	\$18.26	\$18.76	\$19.27
JOURNEYMAN ELECTRICIAN	\$18.75	\$19.26	\$19.80
JOURNEYMAN MILLWRIGHT	\$18.75	\$19.26	\$19.80
JOURNEYMAN PLUMBER	\$18.75	\$19.26	\$19.80
REGISTERED PRACTICAL NURSE	\$18.75	\$19.26	\$19.80
PHYSIOTHERAPY ASSIST	\$18.75	\$19.26	\$19.80
REG. PRACTICAL NURSE (Pending	\$18.75	---	---
<b>Group 18:</b>			
SR. ELECTRONIC TECHN.			

\* A list outlining the location of the position in the category will be provided to the Local President in January each year.



## CUPE - Wage Schedule "B"

**\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\***

**Effective: Sept 29/95 (includes Pay Equity adjustments for Jan 1/95)**

JOB TITLE	START FT	3 MTH.	15 MTH.
BOOKING RECEPTIONIST	\$14.18	\$14.52	
LAB SUPPORT ASSISTANT	\$14.18	\$14.52	\$14.86
<b>Group 6:</b>			\$14.86
TRANSPORTER CENTRAL POOL	\$14.34	\$14.64	\$14.98
MORGUE ATTENDANT	\$14.34	\$14.64	\$14.98
TRANSPORTER-DIAG. IMAGING	\$14.34	\$14.64	\$14.98
<b>Group 7:</b>			
INCINERATOR OPERATOR	\$14.52	\$14.82	\$15.15
O.R. ATTENDANT	\$14.52		
D.D.U. ATTENDANT	\$14.52		
O.T. ASSISTANT			
EMERGENCY ATTENDANT			
	\$14.52	\$14.82	\$15.15
PURCHASING CLERK	\$14.52	\$14.82	\$15.15
PROCESSING TECHNICIAN			
ACCOUNTING CLERK/SECRETAR			
<b>MAINTENANCE I- HELPER-</b>	\$14.70	\$15.06	\$15.39
<b>MAINTENANCE STOREKEEPER</b>	\$14.70	\$15.06	\$15.39
<b>Group 9:</b>			
MEDICAL SECRETARY	\$14.86	\$15.20	\$15.59
<b>PRINTER</b>	\$14.86	\$15.20	\$15.59
SECRETARY III	\$14.86	\$15.20	\$15.59
MEDICAL DICTA TYPIST	\$14.86	\$15.20	\$15.59
MEDICAL DICTA TYPIST (U/P)	\$14.86	\$15.20	\$15.59
ADMITTING CLERK	\$14.86	\$15.20	\$15.59
INSURANCE VERIFICATION CLERK	\$14.86	\$15.20	\$15.59
SWITCHBOARD OPERATOR	\$14.86	\$15.20	\$15.59
CASHIER/TELECOMM CLK	\$14.86	\$15.20	\$15.59
<b>Group 10:</b>			
COOK	\$15.15	\$15.58	\$15.96
EQUIPMENT TECHNICIAN	\$15.15	\$15.58	\$15.96

## CUPE - Wage Schedule "B"

**\*\*These rates apply only to 'non-LICO' employees as defined by the  
"The Social Contract Act, 1993" \*\***

**Effective: Sept 29/95 (includes Pay Equity adjustments for Jan 1/95)**

JOB TITLE	START FT	3 MTH	15 MTH
<b>Group 11:</b>			
GARDENER	\$15.53	\$15.92	\$16.33
<b>Group 12:</b>			
<b>Group 13:</b>			
ELECTRONIC TECHNICIAN	\$16.11	\$16.51	\$16.97
MAINTENANCE2	\$16.11	\$16.51	\$16.97
<b>Group 14:</b>			
PAINTER	\$16.56	\$16.88	\$17.24
<b>Group 16:</b>			
PHLEBOTOMIST	\$17.90	\$18.39	\$18.89
SR. BED ALLOCATION CLERK	\$17.90	\$18.39	\$18.89
COMPUTER OPERATOR	\$17.90	\$18.39	\$18.89
SR. SWITCHBOARD OPERATOR	\$17.90	\$18.39	\$18.89
JOURNEYMAN ELECTRICIAN	\$18.38	\$18.88	\$19.41
JOURNEYMAN MILLWRIGHT	\$18.38	\$18.88	\$19.41
REGISTERED PRACTICAL NURSE	\$18.38	\$18.88	\$19.41
PHYSIOTHERAPY ASSIST	\$18.38	\$18.88	\$19.41
O.R. TECHNICIAN	\$18.38	\$18.88	\$19.41
REG. PRACTICAL NURSE (Pending)	\$18.38		

\* A list outlining the location of the position in the category will be provided to the Local President in January each year.



**APPENDIX "A"****Wage Implementation Note**

The following implementation note is to be added to the wage schedules of all Collective Agreements:

In order to comply with the requirements of the ***Social Contract Act, 1993*** and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the *Employment Standard Act*.

## **ARTICLE 21 - HOSPITAL OPERATING PLAN**

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

## **ARTICLE 22 - DURATION**

### **22.01 - 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.

### **22.02 - 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 \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 1998.

FOR THE LOCAL UNION

Melvin Bailey  
Wladimir  
Robert C. C. C.  
Janice Park  
M. H. H.

FOR THE HOSPITAL

Ami Schuler  
M. J. J.  
 \_\_\_\_\_  
 \_\_\_\_\_

## **APPENDIX OF LOCAL ISSUES**

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an **Appendix of local Issues**. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the **Appendix of Local Issues** subject to any changes, deletions or additions resulting from the current round of bargaining.

- **Management Rights**
- **Statement of Religious Purpose**
- **Recognition**
- **Union Membership**
- **Dues Deduction and Remittance and Dues lists**
- **Constitution of Local Bargaining and Grievance Committees**
- **Seniority Lists**
- **Scheduling**
- **Uniform Allowance**
- **Sick Leave Administrative Provisions**
- **Designation of Specific Holidays**
- **Administrative Provision re Payment of Wages**
- **Meal Allowances**
- **Bulletin Boards**
- **Mileage Allowance**
- **Communication to Union**
- **Vacation Administrative Provisions**
- **Pay Day**
- **Health & Safety**
- **Designation of Classifications Required to Wear Safety Footwear**

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

**APPENDIX OF LOCAL ISSUES**

	PAGE #
<b>A</b> Management Rights , . . . . .	65
<b>B</b> Recognition , . . . . .	65
<b>C</b> Dues Deduction <b>and</b> Remittance and Dues Lists	66
<b>D</b> Constitution of Local Committees , . . . . .	66
<b>E</b> List of Stewards , . . . . .	67
<b>F</b> Seniority Lists , . . . . .	67
<b>G</b> Scheduling , . . . . .	67
<b>H</b> Qualifiers for Holidays , . . . . .	69
<b>T</b> Designation of Specific Holidays , . . . . .	69
<b>J</b> Administrative Provision Re: Payment of Wages	70
<b>K</b> Bulletin Boards , . . . . .	70
<b>L</b> Communication to Union , . . . . .	70
<b>M</b> <b>Sick</b> Leave Administrative Provisions , . . . .	71
<b>N</b> Vacation Administrative Provisions , . . . .	71
<b>O</b> Pay Day , . . . . .	71
<b>P</b> <b>Hand</b> Tools , . . . . .	71
<b>Q</b> Transfer and <b>Seniority</b> Outside the <b>Bargaining</b> Unit , . . . . .	71
<b>R</b> Union Business , . . . . .	72
<b>S</b> Occupational Health & Safety , . . . . .	72

	PAGE #
<b>T</b> Modified Work .....	74
<b>U</b> RPN Skill Utilization .. ..	74
Letters of Understanding	
Re:   Continuing Education .....	76
Job <b>Fact</b> Sheet .....	77
Group Leader .....	78
Meeting Space .....	80
Violence in the <b>Workplace</b> .....	81

## A. MANAGEMENT RIGHTS

1. The Union recognizes that **the** management of the Hospital and the direction of **working** forces **are fixed exclusively** in the Hospital and shall remain solely **with** the Hospital and without limiting the generality **of** the foregoing, that it is the exclusive function of the Hospital **to**:
  - a) maintain order, discipline and efficiency;
  - b) hire, assign, discharge, direct, classify, transfer, promote, layoff, recall and suspend **or otherwise** discipline **employees provided** that **if** an employee claims he is being discharged or disciplined **without just** cause, **a** grievance may be **filed** and dealt with in accordance with the **Grievance** Procedure;
  - c) establish and enforce **rules** and regulations to be observed **by** the employees provided that they are not inconsistent with the provisions of **this** Agreement;
  - d) to determine the kind and locations of machines and equipment to be used, the allocation and numbers **of** employees required from time to time.
2. The Hospital agrees that **such** rights **shall** be **exercised in** a reasonable manner consistent with the provisions of this Agreement.

## B. RECOGNITION

- a) **The** Hospital **recognizes the** Union as the bargaining agent **of** all lay employees and all office and clerical employees of Centenary Hospital **Association** at **its** Hospital **in** the City **of** Scarborough **save** and except professional **medical** staff, **graduate** and undergraduate nurses, **graduate and** undergraduate pharmacists, graduate **and** undergraduate dietitians, technical personnel, registered record librarians, librarians, unit service co-ordinators, **Personnel** and Staffing **Department** staff, **secretaries** to **the** President, Vice **Presidents**, Chief of Medical Staff, **supervisor** and foreman, **stationary engineers**, **chief engineer** and persons **primarily** engaged as their helpers covered by a subsisting collective

agreement, **persons** regularly employed for not **more** than **twenty-two** and one-half (22½) hours **per week** and students employed during **the** school vacation period.

- b) It is hereby agreed that the term "technical personnel" as **used in paragraph B-(a) above**, shall include physiotherapists, occupational therapists, speech therapists, psychologists, **electro-encephalographists**, **electrical shock** therapists, **laboratory**, radiological, pathological and cardiological technicians, medical laboratory **technologists** and students **taking** a formal **course which** leads to their certification as registered **technician** but shall not **include** laboratory technical **assistants** or **technical** assistants.

#### C. DUES DEDUCTION AND REMITTANCE AND DUES LISTS

- a) **All employees** will be subject to compulsory deduction **of** the monetary equivalent **of** regular monthly union dues effective **with** the first **pay period** ending in the month following the month of employment, **as a** condition **of** continued employment, Dues so deducted shall **be remitted to the Union every two weeks** as long as the current practice of basing dues on **a percentage** of earnings continues.
- b) Each remittance shall **be** accompanied **by** a list of **the names of** employees from whose **wages** the deductions have been made, indicating new employees **paying** dues for the first time, employees whose employment has terminated, employees **on approved** leave **of** absence in **excess** of thirty **days** and **any** legal changes of name.
- c) Once **each year** the Hospital will supply to the Union **an up-to-date** list of the names, addresses and phone numbers of all employees in **the** bargaining unit.

#### D. CONSTITUTION OF LOCAL COMMITTEES

- a) **The Hospital acknowledges** the right **of** the Union **to appoint or otherwise** select a Bargaining Committee of no more than **five** employees in **connection** with the negotiation of **amendments or renewal of this Collective Agreement. The Bargaining Committee may have** the assistance of **a National Representative during** such negotiations. **The** parties may



**meet** to discuss matters of mutual concern **at** such times as **they** may mutually **agree**.

- b) **The** Union Grievance Committee shall consist **of** not more than **three (3)** members as selected by the Union.
- (c) **The Redeployment** Committee composition described in Article 9.08(b)(ii) shall **be represented** by three **(3)** members as selected **by** the Union.

#### **E. LIST OF STEWARDS**

The Union may appoint sixteen **(16)** Stewards to represent major departments **and/or work** groups **staffed** by bargaining unit members, **as well** as an evening and **a** night Steward.

#### **F. SENIORITY LISTS**

The Health Centre shall **maintain a seniority** list showing the date **upon** which each employee's service commenced. **An** up-to-date seniority **list** shall be sent **to** the Union and copies posted on department bulletin boards **as** of October **1st** and March 1st.

#### **G. SCHEDULING**

- a) No employee shall be scheduled to **work** more than **seven (7)** consecutive days without two days off.

**If an employee** consents to **work and** in fact **works** more than seven **(7)** consecutive days without **two** days off, the **employee** shall be **paid** at the rate of time and one-half the employee's **regular** straight time hourly **rate** for any hours **worked** on the eight **(8)** **or** more consecutive days **unless** the extra days worked are done **at the request** of **the** employee.

- b) There **shall be** no split shifts scheduled.
- c) It is the intention **of** the Hospital **to** provide one weekend off in three but **in** the event **a** third consecutive weekend **is worked by an employee**, he shall be **paid at** the rate of **one** and one-half **times** his **regular** straight time hourly rate for time **worked** on such third **weekend**.

- d) **Forty-eight (48) hours notice shall be given** personally to the employee before change of shift where practicable. Where less than 48 hours notice is given personally to the employee, the **employee will be paid** time and one-half for all hours worked on the first shift. Failure to provide at least two **(2) shifts** rest between shifts which are being changed shall **result** in payment of overtime at established rates for **any** hours worked during such normal rest period.
- e) If an employee has **a scheduled weekend** off and that employee works the Friday "midnight shift", he will not be scheduled to **work** again until Monday "day shift" (**except** for a request by the employee for other scheduling arrangements as mutually **agreed** by the Hospital and the employee).
- f) Employees **required** to **work** more than two **(2)** hours beyond their full shift hours in a day shall **receive a ½ hour paid meal period** and shall be **provided** with a hot meal or **six** dollars (\$6.00) if the Hospital is unable to **provide** the hot meal.
- g) Where **an** employee has **completed** his/her regularly scheduled shift, left the **Hospital** and is **called** into **work** outside his/her regularly scheduled hours, the Hospital will pay transportation costs either by taxi or his/her own **vehicle** at **the** rate of twenty-four cents (\$0.24) per kilometre to a maximum of fifteen dollars and fifty cents (**\$15.50**). The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.
- h) The Hospital will attempt to schedule employees to rotate the **two (2) shifts** of their **preference**, whenever possible. **However**, for the continuance of efficient operation, the Hospital **reserves** the right to assign an employee to a shift other than the **employee's** preference.
- i) **The schedule shall be** posted not less than four **(4) weeks** in advance. Changes in **working** schedules **initiated by an employee** and **approved** by the Health Centre, shall not result in **any** overtime payment notwithstanding the provisions hereof. Other **changes** in working schedule will result in overtime payment if the **employee is required** to **work** in excess of seventy five (75) hours over a **two week period** or seven and one half (7.5) hours in a day or is **required** to **work**

a third consecutive **weekend**.

#### H. QUALIFIERS FOR HOLIDAYS

- a) Employees **who have** completed their probationary period shall **receive** the paid holidays **designated** in Section I, **following**.
- b) **In** order to **qualify** for holiday **pay**, the employee **must work** his full scheduled shift **immediately preceding** and immediately following **the** holiday.
- c) **Any** employee scheduled **to work** on a **paid** holiday and who **does not report for work**, shall forfeit his holiday **pay** except in **cases** of absence **for** reasons satisfactory **to** the Hospital.
- d) An employee not **at work** on **an** approved leave of absence in **excess** of thirty (30) days shall not be **eligible** for **paid** holiday benefits for those holidays **falling** within the leave of absence,
- e) **An** employee not **at work** on **any** of the foregoing holidays **by reason of** being on a scheduled **day off** duty shall receive,
  - i) **an** equivalent **amount** of time off within thirty **(30) days** of the holiday, which time shall **be** selected with due consideration **for** the **employee's preference** or,
  - ii) **in** the event the equivalent amount **of** time off cannot be granted within the **thirty (30) day period** then the employee **shall** receive payment for the time **at** the straight time rate **of pay**.

#### I. DESIGNATION OF SPECIFIC HOLIDAYS

**New Year's Day**

**2nd Monday in February**

**Good Friday**

**Victoria Day**

**Dominion Day**

**Civic Holiday**

**Labour Day**

**Remembrance Day**

**Thanksgiving Day**

**Christmas Day**

**Boxing Day**

**3rd Friday in June**

J. ADMINISTRATIVE PROVISION RE: PAYMENT OF WAGES

- a> Upon transfer to a new job, the Salary Review Date for progression in the salary scale shall **be the** anniversary of **the** transfer to the **new** position.
- b) Upon transfer **to a** new job (**as a** result of **a** job posting) that is in **a lower paid** classification, the employee shall **enter** said job **on the same** increment **level** as he/she held **in his/her** original job.

K. BULLETIN BOARDS

- a) The Hospital shall provide Bulletin Boards upon which the **Union** may post notices of Union business **which** have been **approved** by the Hospital for posting.
- b) **The** Hospital shall provide **a** locked bulletin board for **all** job postings at the Hospital.
- c) **A copy of** all job postings **will** be sent to the off-site location, Bellamy Rehabilitation Centre.

L. COMMUNICATION TO UNION

- a) Correspondence between the Hospital and the Union should be addressed to the President **and** to the **Secretary** of the Union.
- b) **A copy** of the Collective Agreement shall be issued by the Hospital to each employee **after** ratification of the Agreement. The *cost* of **preparing** such copies shall be shared **equally** by the Hospital and the Union. **The** Hospital shall acquaint **new** employees with the fact that **there is a** Collective Agreement **in** effect in the Hospital and shall **supply** each **employee with a copy** thereof.
- c) **Whenever** the **word** Supervisor is used **in** this Agreement **it shall** be considered **as** meaning the first supervisory **level, excluded** from the Bargaining **Unit**.

M. SICK LEAVE ADMINISTRATIVE PROVISIONS

- a) It is understood that an employee is entitled to periodically ascertain his current **sick** leave credit position.
- b) **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 **adequate** notice is given in advance. **On** request, employees **will** be **required to** provide proof of **attendance** for the **preventative** medical or dental **care** concerned.

N. VACATION ADMINISTRATIVE PROVISIONS

March 1, the Hospital will post a vacation request schedule **in** each department of **the Hospital**. Employees within the department shall be required to **indicate** their vacation preferences **as soon as** possible. If any conflicts **arise** in scheduling **during the** first four **weeks** that **the** schedule is posted, **seniority** shall prevail. Thereafter, vacation requests shall be scheduled on **a first come, first serve** basis.

O. PAYDAY

Pay **day** is **every** second Friday for shifts started **up** to the preceding Sunday Midnight. Those employees scheduled on Friday **evening** shift or off duty **on** pay day shall have their **pay available** on the immediately **preceding** Thursday.

P. HANDTOOLS

*All* hand tools and equipment required for performance of **employees'** duties shall **be** supplied **by** and remain the **property** of the Hospital.

Q. TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

**The effective date referred to in Article 9.06 is 6 August 1981 for employees transferred out of the bargaining unit**

subsequent to that date.

#### R. UNION BUSINESS

Provided the operations of the Hospital are not unduly affected, leave of absence without **pay** and without loss of **seniority shall be** granted upon **request to the** Hospital, to not more than **five (5)** employees **elected or appointed** to represent **the Union at the Union** conventions or seminars. Such time **shall not exceed a total of fifteen (15) days per person or aggregate** of seventy-five (75) days in any calendar year.

#### S. OCCUPATIONAL HEALTH AND SAFETY

- (a) The hospital and **the union** agree that **they** mutually **desire to** maintain standards of safety and health in the hospital in order to **prevent** accidents, injury and illness.
- (b) Recognizing its responsibilities under the **applicable** legislation, **the** hospital agrees **to accept** as a member of **its Accident Prevention Health & Safety committee at** least one representative selected or appointed **by the** union from amongst bargaining unit employees.
- (c) Such committee shall **identify** potential dangers and **hazards**, institute means of improving health and safety **programs** and recommend **actions to** be taken to improve conditions related to safety and health.
- (d) The hospital **agrees to** cooperate reasonably in providing **necessary** information to enable the committee to fulfil its functions.
- (e) **Meetings shall** be held **every** second month or more frequently **at the call of** the Chair if required. The **committee** shall maintain minutes of all meetings **and make** the same available **for review**,
- (f) **Any representative appointed** or selected in accordance with (b) hereof shall serve for a **term** of one (1) calendar year from the date of appointment **which may be renewed** for further **periods of** one (1) year. Time off for such representative(s) to attend meetings of **the** Accident

Prevention - Health & Safety committee in accordance **with** the foregoing shall **be** granted **and** time **so** spent attending such meetings shall **be** deemed to work time for which the representative(s) shall **be paid** by the hospital **at his regular** or premium rate as may **be applicable**.

- (g) The union **agrees** to **endeavour** to obtain the full cooperation of its membership in the observance of all safety rules and **practices**.
- (h) Pregnant **employees** may **request** to be transferred from their **current** duties if, in **the** professional opinion of the employee's physician, the pregnancy may be **at risk**. If such **a** transfer is not feasible, the pregnant **employee**, if she so requests, **will** be granted unpaid **leave** of absence before commencement of the maternity **leave referred** to in Article 12.06.
- (i) Where the hospital identifies high **risk** areas where employees **are** exposed to Hepatitis **B**, the hospital will provide, at no cost to the employees, a Hepatitis **B vaccine**.
- (j) The hospital **agrees** that **one CUPE** member who is to **serve on the** Joint Occupational Health and Safety Committee **will be** selected among those to be trained as certified **workers** under the Occupational Health and Safety **Act**. This would not **preclude** the employer **from** having more than one certified **worker**.
- (k) **Any** costs associated with **the** initial training of a certified **worker** will be paid by **the** hospital, **or as may be** prescribed pursuant to **the Occupational Health & Safety Act RSO 1990**.
- (l) CUPE representatives **to the** Joint **Occupational Health & Safety Committee** shall **be given one hour** of paid preparation time **to prepare** for each meeting of the Joint Occupational Health **and Safety Committee** pursuant **to the Occupational Health & Safety Act RSO 1990**.
- (m) **When a** certified **worker** is called **in to work** to perform

his/her duties under the Occupational Health & Safety Act RSO 1990 or under Article **S** of the collective agreement, he/she shall be **paid** at the applicable **rate**.

(n) The hospital will **require employees** performing **the** following functions to **wear appropriate** 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 carts, food wagons)

#### T. MODIFIED WORK

T.01 The Health **Centre** will notify the **President** of the Local **of** the names of all bargaining unit **employees** off **work due to a work** related injury (whether or not the employee is **in** receipt of **WCB** benefits) and those on **L.T.D.** before the last day of the month.

T.02 When it has been **medically** determined that an **employee** is unable to return to the **full** duties of his/her position **due to a** disability, the Health **Centre** will notify and meet with **a staff** representative of the Canadian Union of Public Employees and **a** member of **the** Local **Executive** to discuss the **circumstances surrounding** the employee's return to suitable work.

T.03 **The** Health **Centre** agrees to provide the employee with **a** copy of the Workers' Compensation Board Form **7** at the same time that **it is** sent to the Board.

#### U. RPN SKILL UTILIZATION

The hospital undertakes to encourage Registered Practical Nurses (RPN's) to upgrade **their skills** to **the** present level of those **being acquired by** the graduating RPN's. Further, the hospital will, **where** practicable, encourage and permit the utilization of the **upgraded** skills.



Should the hospital require those **skills** on the **work** units, the hospital will pay **for** attendance at such training at regular wages and will also **pay** for tuition and materials.

October 21, 1985

Mrs. Margaret Paterson,  
President, Local 1320,  
Canadian Union **of Public** Employees.

**Dear Mrs. Paterson:**

This **will confirm** our discussion during negotiations regarding continuing education. Both parties **expressed** an interest **in** encouraging employees to further their education through participation in seminars, **workshops**, lectures, **etc.** We also expressed **a** desire to continue **the** cooperation between the parties in **developing** and holding such activities within the Hospital's education facilities.

Yours truly,

W.J. Maguire,  
Vice President,  
Personnel Services.

WJM/cb

LETTER OF UNDERSTANDING

The Hospital agrees to provide the Local Union with **copies** of the job **fact** sheets which were prepared for the purpose of developing the **Pay** Equity Plan.

In the event the Hospital **chooses** to maintain the job fact sheets **by** updating them as a result of **job changes** **or** the introduction **of** newly created **jobs**, it **agrees** to the Local Union having **access to** such information. This is to be accomplished by the President of the Local Union **requesting** access to the job **fact** sheet information through the Director of Personnel.

This **letter** will remain in effect unless changed through subsequent negotiations.

March 5, 1990

October 21, 1985

Mrs. Margaret Paterson  
President, **Local 1320**  
Canadian Union of Public Employees

**Dear Mrs. Paterson:**

The Parties have agreed during the **term** of this **next** Agreement to **the** operation of the following Group Leader provision. Continuation of this provision beyond this **next** Agreement will be subject to negotiation on its **expiry**. It is understood that the Hospital will adjust the rate of the premium from **time** to time **as required**.

#### **GROUP LEADER**

A Group Leader, designated **by** the Department head **or** his/her designated representative, shall **be paid** a premium of \$ 0.35 per hour over his/her regular rate for the duration of the assignment.

**In** addition to his/her **regular** duties of the job in **which** the employee is classified, a group leader will **assume** responsibility for the **work** performed in a **defined area** including such matters as:

ensuring there is **a proper work** flow within the area

assigning employees to the tasks **required** to maintain a **proper work flow**

dealing with **work-related** problems that arise **and** advising supervision of problems **he/she** cannot resolve **and** which **require** immediate attention

ensuring **the** availability of required equipment and supplies.

**Group Leaders** will not **be** responsible for imposing disciplinary measures resulting from conduct **of** staff, handling **grievances** or **be** responsible **for** scheduling or re-scheduling the hours **of work** of staff.

The selection of ~~an~~ employee to assume **group** leader responsibilities will not be made arbitrarily or unreasonably. ~~a claim~~ that ~~the~~ selection of a **Group** Leader was made arbitrarily **or** unreasonably may **be** the subject of a **grievance**. In cases of permanent assignments in excess of thirty (30) **days** the selection will be made through the Job Posting Procedure.

Yours truly

Vice President,  
Personnel Services  
WJM/eb

**LETTER OF UNDERSTANDING**

re

Meeting Space

**As per** the past practice **at** Centenary Health Centre, **the** hospital shall provide sufficient meeting space **to** allow the Local Union to hold **its** monthly membership meetings on the hospital premises, providing **such** space **is** available.

LETTER OF UNDERSTANDING

Re: Violence in the Workplace

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury **and/or** emotional distress *to* an **employee**.

The Health Centre will continue its development of **explicit** policies and procedures to **deal with** such situations and shall submit such policies to **the** Joint Occupational Health and Safety Committee, or **any other** such joint **Union/Management** Committee charged with the **mandate** of dealing with the subject, for review.

The committee will **also review** the **CUPE** document on Violence in the **Workplace and make** recommendation as relevant **to this** Health Centre.

