

SOURCE	HOSP
EFF.	91 09 29
TERM.	93 09 28
No. OF EMPLOYEES	210
NOMBRE D'EMPLOYÉS	210

**COMBINED FULL-TIME/PART-TIME**

**COLLECTIVE AGREEMENT**

**between**

**SALVATION ARMY GRACE HOSPITAL - OTTAWA**

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

**and**

**CUPE LOCAL 883**

**Expires: September 28, 1993**

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## ARTICLE 1 – PREAMBLE

### 1.01 – Preamble

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

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

### 1.02 – Feminine/Masculine Pronouns

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

## ARTICLE 2 – DEFINITIONS

### 2.01 Temporary Employee

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

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

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

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## 2.02 – Part Time Commitment

(The following clause is applicable to part-time employees only)

"The Hospital shall not **refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.**"

## 2.03 – Regular Part-Time Employee: Casual Employee

"A regular part-time employee is **an employee who regularly works less than normal full-time hours referred to in Article 14.01 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time employees shall be considered casual employees. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.**"

## ARTICLE 3 – RELATIONSHIP

### 3.01 – No Discrimination

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

## ARTICLE 4 – STRIKES & LOCKOUTS

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

## ARTICLE 5 – UNION SECURITY

### 5.01 – T4 Slips

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

### 5.02 – Notification to Union

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

### 5.03 – Employee Interview

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

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

### 5.04 – No Other Agreements

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

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

## ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

### 6.01 – Union Activity on Premises and/or Access to Premises

"The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior



approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied."

### 6.02 – Labour-Management Committee

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

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

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

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

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

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

### 6.03 – Local Bargaining Committee

"The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. A local Committee shall be appointed and consist of not more than four (4) employees as appointees of the Hospital and not more than four (4) appointees of the Union. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives

of the Canadian Union of Public Employees when negotiating with the Hospital.

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

#### **6.04 – Central Bargaining Committee**

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

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

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

#### **6.05 – Union Stewards**

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

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

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

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

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

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

#### 6.06 – Grievance Committee

"The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) 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 & use.

- 7.07** **Falling** 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

"**After two** (2) years **have** elapsed since the issuance ~~of~~ a written **warning, the** employee's record **shall be** cleared."

## 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.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

### **9.03 – Loss of Seniority**

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital



through registered mail addressed to the **last address on the records** of the Hospital, subject ~~to~~ any special provisions regarding temporary vacancies noted under ~~the~~ heading of **Layoff and Recall:**

- (g) is absent due to illness or disability for a period of thirty (30) calendar months ~~from~~ the time the ~~disability~~ or illness commenced."

#### 9.04 Effect of Absence

(The following clause is applicable to full-time employees only)

"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 for a period of one (1) year if an employee's unpaid absence is due to an illness."**

### **9.05 – Job Posting**

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

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

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

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

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

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

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

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No outside advertising for additional employees shall be made until three (3) days **after the posting of the job vacancy**. **Employees shall have the right to compete** for such vacancies or new jobs. The unsuccessful candidate **will be** advised in **writing** that **they** did not receive **the** position. Upon request, **an** unsuccessful applicant **will** be counselled **on** the reasons for non-acceptance (See letter of agreement regarding Article 9.05)."

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

"Effective for employees transferred out of the bargaining unit subsequent to June 17, 1985:

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

**Note:** Employees outside the bargaining unit **as** of June 17, 1985 will be credited **with** whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to June 17, 1985.

9.07 Transfer of Seniority and Service

"Effective June 17, 1985 and for employees who transfer subsequent to June 17, 1985:

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

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

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

9.08 – 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 receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) **displace** another employee **who has** lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has **the ability** to meet the normal requirements of **the job**. An employee so **displaced shall** be deemed to have been **laid off** and shall be entitled to notice in accordance **with Article 9.08**.

An employee who **chooses** to exercise the right to **displace** another employee **with** lesser **seniority shall advise the** Hospital **of his** or her intention to do **so** and the position **claimed** within seven (7) days after receiving the notice of **layoff**.

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

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

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

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

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

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

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

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

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

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

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

#### **9.10 – Benefits on Layoff**

**(The following clause is applicable to full-time employees only)**

"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."

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**"(a) ~~Retraining for Positions within the Hospital~~**

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

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



(b) Placement

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

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

(c) Regional Redeployment Committee

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

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

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

Article 9.12 - Separation Allowances

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

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

#### Article 9.13 – Portability of Service

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

#### 9.14 – Technological Change

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned. Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

## ARTICLE 10 – CONTRACTING OUT

### 10.01 – Contracting Out

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

### 10.02 – Contracting In

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

## ARTICLE 11 – WORK OF THE BARGAINING UNIT

### 11.01 – Work of the Bargaining Unit

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

### 11.02 – Volunteers

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

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

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 - Personal Leave**

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

### **12.02(a) - 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 Article 12.02(b)**. During such leave of absence, the employee's **salary** and applicable **benefits shall** be **maintained** by the **Hospital** on **the** basis **of** what his normal regular hours of work would have been, provided that **the** Union reimburses the Hospital in the amount **of** such salary and applicable benefits within thirty (30) days of billing.

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

**12.02(b) - Union Business**

"As per 12.02(a), leave may be granted pursuant to the following conditions:

- i) that not **more than two (2)** employees **from** any one **Department** or unit at any time be **allowed** such leave **subject to 12.02(a)** Paragraph 1 above:
- ii) **that the total** number of **days** in any one calendar year for such leave **for all** employees not exceed ninety (90);
- iii) An employee elected or appointed to a position on the OCHU **Executive shall** be granted **such** leave **as** he/she requires, in accordance with this clause **and/or Article 12.02(a)**, and such leave of absence **shall** not be counted **as part** of the **90** days referred to above."

**12.03(a) Full-Time Position with the Union**

**(This clause is applicable to full-**

"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) Full-Time Position with the Union**  
**(The clause is applicable to part-time employees only)**

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

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

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

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

**12.03(c) - Leave for OCHU President**

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

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

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

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

#### **12.04 – Bereavement Leave**

"Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, Mer-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(a) – Jury & Witness Duty**

**(The following clause is applicable to full-time employees only)**

"If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

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



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

**12.05(b) - Jury & Witness Duty**

**(This clause is applicable to part-time employees only)**

"If an employee is required to **serve as a juror in any court of law, or is required to attend as a witness** in a court proceeding in **which the Crown is a party**, or is required by subpoena to attend a court of **law or coroner's inquest in connection with a case arising from the employee's duties** at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's **Inquest In** connection with a case **arising from** the employee's duties at the **Hospital on his regularly** scheduled day off, he **shall be paid for all hours actually spent at such hearings** at his regular **straight time** hourly rate subject to (a), (b) and (c) above."

**12.06(a) – Pregnancy Leave****(The following clause is applicable to full-time employees only)**

- "(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."

#### 12.06(b) – Pregnancy Leave

(The following clause is applicable to part-time employees only)

- "(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 **payment** for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred **remuneration** or severance **pay** benefits are not reduced or increased by payments received **under the plan**.

- (e) **Credits for service and seniority shall accumulate for a period** of up to **seventeen (17) weeks while an employee is on** pregnancy leave **on the basis** of what the employee's normal **regular** hours of work **would** have been.
- (9) The Hospital will continue to **pay** the percentage **in lieu** of benefits **and** its share of pension **contributions**, during the **period** of pregnancy leave. The Hospital **will** register those benefits **as** part of the Supplemental Unemployment Benefit Plan with **the Unemployment Insurance Commission**.
- (g) Subject to any **changes to the employee's status which would have occurred had she not been** on pregnancy leave, the **employee shall be** reinstated to her **former duties, on the same shift in** the same department, and at the same **rate of pay.**"

**12.07(a) – Parental Leave****(The following clause is applicable to full-time employees only)**

- (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.**"

**12.07(b) – Parental leave**

**(The following clause is applicable to part-time employees only)**

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

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

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

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

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

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

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

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

- (f) Credits for service and seniority shall accumulate **for a period of up to** eighteen **(18) weeks** while an employee is on parental leave **on** the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will **continue** to pay the percentage **in lieu of benefits and its share** of the pension **contribution** for a **period of up to** ten (10) weeks while the employee is **on** parental leave. The Hospital will register these **benefits** with the Unemployment Benefit **Plan**.
- (h) Subject to any changes to the employee's **status** which **would** have occurred had he **or** she not been **on** parental leave, the employee shall be reinstated to her former **duties**, on the **same** shift in the same department, and at the same rate of pay."

#### 12.08 – Education Leave

"If required by the Hospital, an employee **shall be** entitled to leave **of** absence with pay **and** without **loss** of seniority and benefits to **write** examinations to upgrade his **or** her employment **qualifications**. Where employees **are** required by the Hospital to take **courses to upgrade** or acquire new employment **qualifications**, the Hospital **shall pay the full costs associated** with **the courses**.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a **recognized** 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.

- (j) 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.
- (l) 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.
- (i) 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) Anal approval for **entry** into the ~~pre-paid~~ leave program will be subject to the employee entering into a formal agreement with ~~the~~ Hospital **in** order to **authorize the Hospital** to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the ~~pre-paid~~ leave program in **accordance** with ~~this~~ Article of the collective agreement.
  - (ii) ~~ME~~ 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****(The following clause is applicable to full-time employees only)**

- "a) The Hospital will assume total responsibility for providing and **funding** a short-term **sick leave plan equivalent to that described in the 1984 Hospitals of Ontario Disability Income Plan Brochure.**

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. **For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service.**

- b) Effective the first of the month following the transfer **all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.**
- c) Existing sick leave credits for each employee **shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:**
- (1) supplement payment for lost straight **time wages on sick leave days** under the new program which would otherwise be at **less than full wages or no wages** and,
  - (2) where a pay-out provision existed under **the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,**
  - (3) where, **as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.**

- (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year."
- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

### 13.02 Injury Pay

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

**13.03 - Sick Leave Cashout**  
**For Employees with a Sick Leave Bank at February 1, 1987**

- "(1) An employee having accrued sick leave to this credit shall, on severance (other than retirement) after ten (10) years of **service**, receive a **salary grant** in lieu thereof equal to **75%** of the unused accumulated **sick leave** credits, to a **maximum** of 90 days, at a rate of pay effective immediately **prior** to severance.
- (2) An employee having accrued **sick** leave to his credit, shall, on retirement (by reason of age) **after five (5)** years of service, receive a salary grant in lieu therefore equal to **75%** of the unused accumulated sick credits (maximum 90 days) at a rate of pay effective immediately prior to retirement."

**13.04 - Payment Pending Determination of WCB Claims (FT)**

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

## ARTICLE 14 – HOURS OF WORK

### 14.01 – Daily & Weekly Hours of Work

#### Hours

"For full-time employees, the standard work day shall be **seven and one-half (7½) hours exclusive** of one-half (½) hour unpaid meal break and the **standard work week shall** be thirty-seven **and one-half (37½) hours**. The meal period shall be uninterrupted except **in** cases of emergency. Days off shall be consecutive and planned in such a way **as** to **provide** for at **least** every third weekend off (**Saturdays and** Sundays), **and** holidays **as listed** in Appendix (J1) **as far as** possible.

#### Notice of Change of Shift

Failure to provide at least **16** hours rest between shifts which **are** being changed by the Hospital, shall result in payment of overtime at the established rates **for** the hours worked during such **periods**, except in the normal **course** of rotation **of** shifts.

The Hospital will endeavour to provide reasonable notice of cancellation of scheduled **shifts** for part-time **employees**."

#### 14.02(a) – Rest Periods

(The following clause is applicable to full-time employees only)

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

#### 14.02(b) – Rest Periods (PT)

(This clause is applicable to part-time employees only)

"Part-time employees shall be **entitled** to a paid rest period of fifteen (15) minutes for **each** three and three-quarter (3 ¾) hours of **work**."

### 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 employees in excess of 37½ hours, the normal work week, shall be deemed to be overtime. Where an employee is required to work on his or her day off, the hours worked shall be treated as overtime and paid at the rate of time and one half."

**15.03 – Overtime Premium and No Pyramiding**

"The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate."

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

**15.04 – Time Off In Lieu of Overtime**

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

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

### 15.05 – Reporting Pay

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

### 15.06 – Call Back

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

### 15.07 – Standby

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

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

### 15.08 – Temporary Transfer

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

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



15.09 – Shift and Weekend Premium

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

ARTICLE 16 – HOLIDAYS16.01 – Number of Holidays

(The following clause is applicable to full-time employees only)

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

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

16.02 – Definition of Holiday Pay and Qualifiers

(The following clause is applicable to full-time employees only)

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

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

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

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

**16.03(a) – Payment for Working on a Holiday**  
**(The following clause is applicable to full-time employees only)**

"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.~~

**16.03(b) – Payment for Working on a Holiday**  
**(The following clause is applicable to part-time employees only)**

"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."

**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~~ (2x) his regular straight time hourly rate ~~for~~ such authorized overtime."

**ARTICLE 17 – VACATIONS**

**17.01(a) – Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment (The following clause is applicable to Full-Time employees only)**

An employee ~~who~~ has completed less ~~than~~ one (1) year ~~of~~ continuous service ~~as of July 1~~ shall be entitled to two (2) weeks annual vacation; payment for such vacation shall be prorated ~~in~~ accordance with his/her service.

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."

17.01 (b) - Part-Time Employees and Calculation of \_\_\_\_\_  
(The following clause is applicable to part-time employees only)

i) Regular Part-Time

An employee who has completed **less than one (1) year** of continuous service **as of July 1 shall** be entitled to **two (2) weeks** annual vacation; payment for **such** vacation **shall** be prorated in accordance with **his/her** service.

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.

ii) **Casual Part-Time**

**An employee who has completed less than two (2) years of continuous service shall be entitled to four percent (4%) vacation pay on each bi-weekly pay.**

An employee who has completed **two (2) years** but less **than five (5) years of continuous service** shall **be entitled to six percent (6%)** vacation pay on each bi-weekly pay.

An **employee who has completed five (5) years but less than fifteen (15) years of continuous service** shall be entitled to eight percent (8%) vacation pay on each bi-weekly pay.

An employee **who** has completed fifteen (15) years but less **than twenty-five (25) years of continuous service** shall be entitled to ten percent (10%) vacation pay on each bi-weekly pay.

An employee who has completed **twenty-five (25) years or more of continuous service** shall be entitled to twelve percent (12%) vacation pay on each bi-weekly pay.

iii) **Progression on Vacation (Part-Time)**

**"Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.**

Notwithstanding **the** above, employees hired prior to October 10, 1986 **will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article**".

**17.02 - Work During Vacation**

**"Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times**

his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked."

**17.03 – Illness During Vacation**

**(The following clause is applicable to full-time employees only)**

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

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

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

**ARTICLE 18 – HEALTH & WELFARE**

**18.01 – Insured Benefits**

**(The following clause is applicable to full-time employees only)**

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

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

### 18.02 Change of Carrier

(The following clause is applicable to full-time employees only)

"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

**(The following clause is applicable to full-time employees only)**

"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."

#### **18.04 – Benefits for Part-Time Employees**

**(The following clause is applicable to part-time employees only)**

"A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid."

**ARTICLE 19 - HEALTH & SAFETY****19.0 - Protective Footwear**

**(The following clause is applicable to full-time employees only)**

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

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

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

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

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

**When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new**



classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is **not** resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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

#### 20.02 – Promotion to a Higher Classification

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

#### 20.03 – Wages and Classification Premiums

The Hospital shall pay salaries every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

#### 20.04 – Progression on the Wage Grid

(The following clause is applicable to part-time employees only)

"Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding ~~the~~ above, employees hired prior to October 10, 1986 will be credited with the ~~service~~ they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and ~~will~~ thereafter accumulate service in accordance with this Article."

## **ARTICLE 21 – DURATION**

### **21.01 – Term**

This agreement shall be binding ~~and~~ continue in effect ~~and shall continue~~ from year to year unless ~~either~~ party gives written notice to the other party of its desire to bargain for amendments ~~within~~ ninety (90) days ~~prior to the~~ termination date of ~~September 28, 1993~~. Upon receipt of such notice by one ~~party~~ or the other, ~~both parties will meet~~ thereafter for the purpose ~~of~~ bargaining."

### **21.02 – Central Bargaining**

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

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

Dated at Ottawa, Ontario, this 12<sup>th</sup> day of January 1996

**FOR THE LOCAL UNION**

Wiley Pryor  
Paul Grelowski  
Lou Robson  
Tommy Spryng  
Alvin

**FOR THE HOSPITAL**

Mr. Adkinson  
Frank  
J. Brown  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX OF LOCAL ISSUES****A) RECOGNITION AND NEGOTIATIONS**

The Hospital, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its Local Union 883 as the sole and exclusive bargaining agent for all lay employees at the Hospital of Ottawa, save and except

1. The Administrator
2. Office Manager
3. Private Secretaries to the Administrator
4. Department Heads who report directly to the Administrator
5. Graduate Dietitians
6. Student Dietitians
7. Technical Personnel Foremen
8. Payroll Clerk
9. Professional Medical Staff
10. Graduate Nursing Staff
11. Undergraduate Nursing Staff
12. Graduate Pharmacists
13. Undergraduate Pharmacists
14. Supervisors
15. Private Secretary to the Personnel Director
16. Private Secretary to the Director of Nursing
17. Payroll Officer

- 18. Health Records Administrator
- 19. Private Secretary to the Assistant Administrator
- 20. Respiratory Technologist
- 21. Pharmacy Technician
- 22. **Pharmacists and/or Technologists**

Persons above the rank of supervisor or foreman, engineers, students hired for the school vacation period and employees covered by **subsisting collective** agreements **and** hereby consents **and** agrees to **negotiate with** the **Union** or any authorized **committee** thereof, in any and **all matters** affecting **the** relationship between **the** parties to this agreement, looking towards peaceful **and** amicable settlement of any differences that may arise between them.

The term technical personnel **as** used **in** this Article includes physio-therapists, occupational therapists, psychologists, electroencephalographists, electric shock therapists, laboratory, radiological, pathological and cardiological technicians.

## **B) MANAGEMENT RIGHTS**

The Union acknowledges that it is **the exclusive** functions of the Hospital to:

Maintain order, discipline **and** efficiency. Hire, rehire, discharge, **direct**, classify, transfer, promote, demote, **layoff** and suspend, or **otherwise** discipline employees provided that a **claim** of **discriminating** classification, promotion, or transfer or a claim that **an** employee has been unjustly **discharged** or disciplined may be a **subject of a grievance and dealt with in** accordance with the Grievance Procedure. Establish and enforce **rules**, regulations and personnel policies to **be** observed by the employees, provided that they are not inconsistent with the provisions of this agreement, and generally to manage and operate **the** Hospital in all respect in **accordance** with its **obligations and without** restricting the generality of the foregoing, to determine the kinds **and** locations of machines, equipment to be used, the allocation **and** number of employees required from time to time, the standards of performance for **all** employees **and** **all** other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

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

The question of whether any ~~of~~ these rights is limited, may be the subject of the Labour Management **Committee and/or** the **Grievance and Arbitration** procedure.

C) **UNION MEMBERSHIP**

All employees ~~of~~ the Hospital who, on the effective date ~~of~~ this **Agreement**, are members ~~of~~ the Union and **all** employees who **join** the Union during the term ~~of~~ this Agreement, ~~shall~~ maintain membership in ~~the~~ Union **as** a condition ~~of~~ employment. Any **new** employees hired on or after ~~the~~ effective date ~~of~~ this Agreement shall **become** members of the Union within thirty (30) calendar days of employment and shall maintain membership in the Union **as** a condition ~~of~~ employment.

D) **UNION DUES**

The Hospital agrees to deduct from every employee the monthly membership dues, in accordance with the Local Constitution and By-Laws **starting** with the first pay and **every** pay subsequently. ~~The~~ dues shall ~~be~~ forwarded to the Secretary-Treasurer of ~~the~~ Union not later than ~~the~~ **twentieth (20th)** day of the month following, accompanied by a list ~~of~~ new, terminated and **part-time** employees from whose wages deductions have been made.

The Union agrees to defend and **hold** the Hospital completely harmless against all claims, demands, ~~costs~~ and expenses, should any person at any time contend or **claim** that the Hospital has acted wrongfully or illegally in making such dues deduction.

The Union further undertakes **and** agrees:

- a) to refund employees through ~~the~~ Hospital any monies **paid** in **error** pursuant to this Article,
- b) the Hospital shall not be liable to the Union for any dues inadvertently **not** deducted. Notwithstanding the foregoing, where the Hospital has **failed** to make ~~the~~ proper dues deductions, and ~~the~~ employee is still in the employ *of* the **Hospital**, ~~the~~ Hospital **will** deduct such dues from the **earnings** ~~of~~ such employee and remit the dues so deducted to the proper authorized officer ~~of~~ the Union.

**E) COMMUNICATION**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Personnel or his designate and the Recording Secretary of the Local and, if required, the National Representative of the Union or his designate.

**F) PRINTING**

The cost of the printing of the Collective Agreement shall be shared equally by the Union and the Hospital.

**G) MEETING THE LOCAL BARGAINING COMMITTEE**

In the event of either party wishing to call a meeting of the local bargaining committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given. The Union and the Hospital will advise each other of their nominees.

**H-1) APPOINTMENT OF STEWARDS**

In order to provide an orderly procedure for the settling of grievances, the Hospital acknowledges the right of the Union to appoint, or otherwise select not more than twelve (12) stewards whose duties and responsibilities are as outlined in Article 6.05. The Union will provide a list of stewards to the Hospital and will update it as changes occur.

**H-2) GRIEVANCE COMMITTEE**

- a) The Union shall notify the Hospital in writing of the name of each Steward and the department he/she represents and the Chief Steward before the Hospital shall be required to recognize him/her. The Steward so selected shall constitute the Grievance Committee, provided that no more than three (3) members of the Committee shall be present at any meeting with the Hospital.
- b) The Hospital shall supply the necessary facilities for the grievance meetings.
- c) The supervisor of the employee with the grievance shall allow the employee time to speak to the Steward in private at a mutually accepted time.

**I-1) SENIORITY LISTS**

The employer shall maintain a seniority list showing each employee's seniority and will furnish it to the Union after the execution of the agreement and annually thereafter by April 1st.

A computer report showing the employee name, S.I.N., classification, status and year to date hours will be provided on a quarterly basis. Should a more up-to-date computerized list become readily available, the Union will be provided with this list.

**I-2) RETENTION OF SENIORITY RIGHTS**

In the event that the Hospital shall merge, amalgamate or combine any of its operations or functions with another employer, the Hospital agrees to do its utmost in the retention of seniority rights for all employees with the new employer.

**J-1) HOLIDAYS**

All full-time employees with one (I) month service with the Hospital shall receive one day's pay for not working on the following holiday:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Dominion Day	December 24th
Civic Holiday	Christmas Day
	Boxing Day

There shall be provision for a twelfth holiday annually. The twelfth holiday shall be the second Monday in February (Heritage Day, if so proclaimed by the Government of the Province of Ontario).



## J-2) WHEN HOLIDAYS FALL ON DAYS OFF

When any of the foregoing holidays fall on a full-time employee's **scheduled** day off, the **employee** shall receive another day off with pay at a **time** mutually agreeable between the employee and the Hospital.

## K) TAXI ALLOWANCE

In the event of an employee being called back to work **between** midnight and 6:00 a.m. or if an overtime period ends during these hours, taxi service to and from the home of the employee shall be provided by the Hospital.

## L) GENERAL

1. The Hospital shall provide Bulletin Board space through the Hospital, which shall be placed so that **all** employees **will** have access to them **and** upon which the Union shall have the right to post notices of meetings and such other notices **as may be of** interest to the employees. The Hospital retains the right to **remove all** such notices it **considers** to be offensive but will advise the senior local Union representative on site **as** to the concerns.
2. A statement of accumulated sick leave **and** vacation credits will be available for reference in each department on **an** individual **request basis**.
3. The Union shall be notified **of** the names and addresses, employment **date**, position, classification **and** hourly rate **of all** new employees covered **by this** Agreement.
4. **The** employer agrees to provide job descriptions for **all** positions in the bargaining unit **and will** copy the local **when any** of these **job** descriptions are changed or any new positions in the bargaining unit **are** created.
5. The Hospital will provide the **Local** with a monthly list of part-time employees **and** the part-time hours **worked** by **them**.
6. The Unions shall be notified of **all** changes in address, classification, status and phone **number** (if listed) of **all** employees **as** Personnel is **advised**.

M) Scheduling

- 1) For full-time ~~staff~~, the Hospital will endeavour not to schedule more than seven (7) consecutive tours without a day off.
- 2) The Hospital will endeavour to schedule one weekend off in two. Employees shall receive a minimum of one weekend off in three. An employee shall receive pay at time and one-half for all hours worked on the third and any subsequent weekend, save and except where:

i) such weekend has been worked by the employee to satisfy specific days off requested by the employee;

ii) an employee has requested weekend work:

iii) such weekend work is a result of an exchange of shifts with another employee.

- 3) When a posted schedule is changed for a full-time employee without forty-eight (48) hours of notice, the employee shall be paid at the premium rate of pay for the first different tour of the revised schedule unless the change in schedule was beyond the reasonable control of the Hospital or mutually agreed to between the employee and the Hospital. In the case of a part-time employee, twenty-four (24) hours' notice shall apply, rather than forty-eight (48) hours. This provision does not apply to casual employees.
- 4) Upon the request of the Union, the Hospital shall provide a copy of the staffing schedule(s) of the Department(s) where the present schedules are of concern to the staff.
- 5) Work schedules will be posted three (3) weeks in advance for regular part and full time hours and cover at least a three (3) week period.

N) Uniform Allowance

Where a uniform is required to be worn and is not provided by the Hospital, the Hospital shall pay to the employee an annual allowance of \$72.00, pro-rated for part-time employees, in October of each year, effective October 1, 1992.

O) Health & Safety

Health & Safety Committee

- 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 fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of 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 an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

- i) **Where** the Hospital identifies high risk **areas** where employees **are** exposed to **Hepatitis B**, the Hospital **will** provide, at no cost to the employees, a Hepatitis B vaccine.
- j) The Hospital accepts 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**. 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 and Safety Act**.

**P) Worker's Compensation/Modified Work**

The Hospital will notify the **Local** Union of the **names** of any employees represented by **the** Union **whom** **are** off work **as** a result of a work-related injury.

The **Hospital** **agrees** to provide the **employee** with a copy of Worker's Compensation Board Form 7 at the same time it is sent to the W.C.B.

When it is **medically** determined **that an employee is** unable to **return to the full** duties of his or her position because of disability, the Hospital will meet with **the National Representative and a representative** of the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

The Hospital **will** provide the Local **with** a copy of the W.C.B. Form 7 for any bargaining unit employee when a **copy** is sent to the Worker's Compensation Board.

**Q) RNA Skill Utilization**

The Hospital undertakes to encourage **Registered** Nursing Assistants (RNAs) to upgrade their skills to the present level of those being **acquired** by the graduating **RNAs**. 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.

R) Sick Leave Administration

Proof of Illness

An employee shall be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three consecutive working days or when the Hospital has concerns regarding the employee's high sick leave use or possible abuse of sick leave. (Additional certificate required after 120 days.)

S) Vacation Administrative Provisions

Vacation Pay

Payment shall be at the rate effective immediately prior to the vacation period. Vacation pay shall be paid in advance of leaving on vacation provided the employee so requests in writing at least two (2) weeks before leaving on vacation.

Vacation Credits on Termination

An employee leaving the service at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing him.

Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each such holiday in addition to his regular vacation time.

Vacation Schedules

Employee requests for vacation for the period July 1 to the following June 30 shall be granted with first consideration to normal operational requirements, thereafter seniority will be used to establish rights to vacation provided that such requests are submitted no later than March 1. Approved vacation schedules for the period July 1 to the following June 30 will be posted by no later than May 1. Once approved, vacation shall be adjusted only with the mutual consent of the Employer and the employee.

Requests made after March 1 will be granted on a first requested, first approved basis subject to the normal operational requirements of the Hospital.

The Hospital will endeavour to respond to such requests within two (2) weeks of their submission. **Such requests will not be** unreasonably denied.'

This **article** does not apply to the Christmas period (December 15 – January 15).

Notwithstanding the provisions of the Employment Standards Act, the Hospital **may allow** employees to take their vacation in periods of less than one (1) week.

#### Vacation Carry over

On written application by an employee, vacation **carry over** of up to one week may be granted at the discretion of the Department Head, such permission **shall not be** unreasonably withheld.

#### T) Bulletin Boards

The Hospital will post notice of job vacancies as per Article 9.05 on the bulletin board by the cafeteria and on the bulletin board outside the basement locker rooms.

#### U) Performance Appraisals

Where an appraisal of an employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance appraisal form, upon its completion to indicate that its contents have been read. The employee shall have the rights to place his/her own comments on the form or to append his/her comments to the form. Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid. The employee will be given an exact copy of the performance appraisal for his/her records on request.

The Hospital agrees that there will be no changes to a performance appraisal after the form has been signed by the employee.

#### V) Job Applications

The Hospital agrees to date stamp a second copy of the application form provided by the employee.

#### W) Call-In Protocol

Casuals will declare their availability bi-weekly in advance by completing the departmental availability *sheet*. When shifts within *the* department become available, the Employer shall call-in casual employees who have declared their availability and are capable of performing the available work according to rotating seniority based on the last published seniority list. Where no casuals are available to perform the available work, *the* work shall be offered to regular part-time staff in accordance with the above.

No additional overtime is to be paid as a result of this system and casual/regular part-time employees are not to be transferred to full-time status as a result of this.

**LETTER OF INTENT NO. 1**

**The parties agree that:**

- (a) voluntary service, rehabilitation, and work experience programs;**
- (b) the return to work following W.C.B. disability; and,**
- (c) the option of alternative employment during pregnancy for employees working with video display units**

**may be matters for discussion at Labour Management meetings.**

**The parties will meet, at the request of either management or the Union, within ninety (90) days of *the signing of this Collective Agreement to discuss these matters.***



**LETTER OF AGREEMENT NO. 2 RE MODIFIED WORK WEEK**

It is agreed by the parties that:

- 1. The Hospital may introduce a shift schedule providing for an average work week of **37.5 hours and an average of every 2nd weekend off.**
- 2. It is agreed that this agreement shall affect **R.N.A.s and** other employees on agreement of the parties.
- 3. Neither the Hospital nor the **Employees will be disadvantaged financially in any way by this agreement nor will this agreement result in an increase in cost to the Hospital.**
- 4. **Normal** schedules may be suspended for the period from **December 15 to January 15 for all R.N.A.s.**
- 5. While the **attached shift schedules are in effect**, the Collective Agreement currently **in force** will be amended as follows:

14.01 Shall be mended to provide for an average work week of 37.5 hours for full-time employees.

15.02 Shall be amended as follows:

Definition of Overtime

Authorized work performed by employees in excess of 7½ hours in a day or seventy-five (75) hours average over two (2) weeks shall be deemed to be overtime.

This Letter of Agreement shall be in effect during the term of this Collective Agreement.

Signed in Ottawa this 12<sup>th</sup> day of January 1996  
1990.

For Union

Windy Pryor  
Lee Keefer  
Blair

For Hospital

W. Robinson  
Evans  
J. Brown

**LETTER OF AGREEMENT NO. 3****CRITERIA FOR REGULAR PART-TIME R.N.A. COMMITMENT**

The R.N.A.s must be **available**, if required, by the Hospital and her commitment shall include all the following conditions:

1. To work one weekend in two.
2. To work ~~a~~ **at least two** tours per week and be prepared to work additional tours if required.
3. To work two shifts (**days/evenings, days/nights, evenings/nights**).
4. To work if required, during the period over Christmas or New Year's. Christmas includes December 24, 25 and 26. New Year's includes December 31 and January 1. R.N.A.s having **Christmas** off one year should be **available** to work, if required, the following year over ~~the~~ Christmas period. R.N.A.s having the New Year's off one year should be available to work, if required, over the New Year's period the following year.
5. Every attempt will be made to post the employee to the same unit ~~or~~ like units.
6. Except in extenuating circumstances, the employee must attempt to give four (4) hours' notice if unable to work a scheduled shift. The Hospital will attempt to .. .. notify the employee of **cancellation** ~~a~~ at least four (4) hours in advance where **possible**, the employee **and** the hospital will both attempt to provide a minimum of eight (8) hours notice.
7. Not more than three weeks leave of absence for vacation purposes may be taken during the period June 15 to September 15.
8. Must be available to work **48** weeks **of** the year.
9. Except when on **an** approved leave of absence, if a regular part-time R.N.A. has not fulfilled her commitment for four (4) weeks and is unable to provide a **substantial** reason for not doing so, which is satisfactory to ~~the~~ Hospital, **she** may be transferred to **casual** status.
10. The Hospital shall **post** schedules at least four (4) weeks in advance **in** the Nursing Office.

This Agreement is subject to continuing approval from the Director of the Employment Standards Department, Ministry of Labour, Province of Ontario.

This Agreement is dated this 12<sup>th</sup> day of January 1996  
1990.

For Union :

Wiley Payer  
Law Richard  
John J

For Hospital

M. D. Colunson  
A. Evans  
J. Brown

**LETTER OF AGREEMENT NO. 4 RE ARTICLE 9.05**

**For the Term of this Agreement only.**

**Such postings shall contain the following information:**

**Classification and Department, Status, Required Qualifications, Knowledge, Education, Shifts and Hours of Work (for information purposes only and subject to change), Wages or Salary Range. A copy of the Job Description will be available for review in Personnel on request.**

## ANNEX A -- LOCAL 883

## LETTER OF UNDERSTANDING

The **parties** agree that **the** circumstances of Make Work or Life Experience Programs; Student Co-op Training Program; and Judicial Community Service Orders vary considerably from one occasion to another. In consideration, therefore, the parties further agree that **exclusions** of **persons** working under these circumstances shall be considered on **an individual** basis, **as** the need **arises**, during the term of the Collective Agreement. A request for exclusion shall be forwarded to the **Union Local** **noting full details** of the circumstance **including** number of positions, **term** of program **and type** of work to be performed. The Union shall consider such requests and shall respond in a timely **fashion**. Approvals for exclusions shall not be unreasonably withheld. The agreement of **the** Union is required before such positions are considered **as** excluded from the bargaining **unit**. Agreement by the **parties** in **one** circumstance shall **not** prejudice either party's rights **in any** other circumstances.

The **parties** agree **that** students hired for the school vacation **period** are included in the bargaining **unit**.

The parties agree that persons on **internship** Programs are not included **in** the **bargaining** unit.

## LETTER OF UNDERSTANDING NO. 6

**RE: NON-UNION SECRETARIES  
AND OVERTIME FOR PART-TIME STAFF'**

1. In recognition that the positions referred to in Grievance 89-021 are not employees in the meaning of the Labour Relations Act, the grievance is thereby withdrawn without prejudice to the interest of either party with regards to any other issue.
2. Effective the date of signing this memorandum of settlement, the parties agree to interpret Article 15.02 in such a way as to allow overtime for full-time, part-time and casual employees as being all hours worked in excess of 7.5 per day (the normal hours outlined in Article 14.01) or in excess of 37.5 hours per week. The language of Article 15.02 and 14.01 will otherwise apply as written.
3. Item No. 2 above shall not apply when part-time staff work full-time hours for a temporary period. Under such circumstances, the normal rules for overtime for full-time staff shall apply to such part-time staff.

**THE CANADIAN NATIONAL PUBLIC EMPLOYEES**

**CLERK I**

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1989	A	24,238.500	24,745.500	25,311.000	25,857.000
8%	M	2,019.875	2,062.125	2,109.250	2,154.750
	BW	932.250	951.750	973.500	994.500
	H	12.430	12.690	12.980	13.260

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1990	A	25,935.000	26,477.100	27,083.550	27,666.600
7%	M	2,161.250	2,206.425	2,256.963	2,305.550
	BW	997.500	1,018.350	1,041.675	1,064.100
	H	13.300	13.578	13.869	14.188

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1991	A	26,194.350	26,741.871	27,354.386	27,943.266
1%	M	2,182.863	2,228.489	2,279.532	2,328.606
	BW	1,007.475	1,028.533	1,052.092	1,074.741
	H	13.433	13.714	14.028	14.330

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1992	A	26,718.237	27,276.708	27,901.473	28,502.131
2%	M	2,226.520	2,273.059	2,325.123	2,375.178
	BW	1,027.625	1,049.104	1,073.134	1,096.236
	H	13.702	13.988	14.308	14.616

**CLERK II**

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1989	A	24,726.000	25,252.500	25,818.000	26,364.000
8%	M	2,060.500	2,104.375	2,151.500	2,197.000
	BW	951.000	971.250	993.000	1,014.000
	H	12.680	12.950	13.240	13.520

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1990	A	26,457.600	27,021.150	27,625.650	28,208.700
7%	M	2,204.800	2,251.763	2,302.138	2,350.725
	BW	1,017.600	1,039.275	1,062.525	1,084.950
	H	13.568	13.857	14.167	14.466

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1991	A	26,722.176	27,291.362	27,901.907	28,490.787
1%	M	2,226.848	2,274.280	2,325.159	2,374.232
	BW	1,027.776	1,049.668	1,073.150	1,095.800
	H	13.704	13.996	14.309	14.611

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1992	A	27,256.620	27,837.189	28,459.945	29,060.603
2%	M	2,271.385	2,319.766	2,371.662	2,421.717
	BW	1,048.332	1,070.661	1,094.613	1,117.715
	H	13.978	14.275	14.595	14.903

C.U.P.E. Salary Scales

CLERK III

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989	A	25,662.000	26,247.000	26,831.500	27,475.500
8%	M	2,138.500	2,187.250	2,237.625	2,289.625
	BW	987.000	1,009.500	1,032.750	1,056.750
	H	13.160	13.460	13.770	14.090

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990	A	27,457.950	28,083.900	28,731.300	29,398.200
7%	M	2,288.163	2,340.325	2,394.275	2,449.850
	BW	1,056.075	1,080.150	1,105.050	1,130.700
	H	14.081	14.402	14.734	15.076

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991	A	27,732.590	28,364.739	29,018.613	29,692.182
1%	M	2,311.044	2,363.728	2,418.218	2,474.349
	BW	1,066.636	1,090.952	1,116.101	1,142.007
	H	14.222	14.546	14.881	15.227

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992	M	28,287.180	28,932.034	29,598.985	30,286.026
2%	BW	2,357.265	2,411.003	2,466.582	2,523.835
	H	1,087.968	1,112.771	1,138.423	1,164.847
	H	14.506	14.837	15.179	15.531

CLERK III - DICTATYPIST (LAB/X-RAY AND HEALTH RECORDS)

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989	A	26,481.000	27,085.500	27,729.000	28,333.500
8%	M	2,206.750	2,257.125	2,310.750	2,361.125
	BW	1,018.500	1,041.750	1,066.500	1,089.750
	H	13.580	13.890	14.220	14.530

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990	A	28,335.450	28,980.900	29,669.250	30,316.650
7%	M	2,361.288	2,415.075	2,472.438	2,526.388
	BW	1,089.825	1,114.650	1,141.125	1,166.025
	H	14.531	14.862	15.215	15.547

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991	A	28,618.805	29,270.709	29,965.943	30,619.817
1%	M	2,384.900	2,439.226	2,497.162	2,551.651
	BW	1,100.723	1,125.797	1,152.536	1,177.685
	H	14.676	15.011	15.367	15.702

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992	A	29,191.181	29,856.123	30,565.261	31,232.213
2%	M	2,432.598	2,488.010	2,547.105	2,602.684
	BW	1,122.738	1,148.312	1,175.587	1,201.239
	H	14.970	15.311	15.674	16.017



C.U.P.E. Salary Scales

**CLERK III - BUYER**

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989	A	27,787.500	28,158.000	28,528.500	28,899.000
8%	M	2,315.825	2,348.500	2,377.375	2,408.250
	BW	1,068.750	1,083.000	1,097.250	1,111.500
	H	14.250	14.440	14.630	14.820

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990	A	29,733.600	30,129.450	30,525.300	30,921.150
7%	M	2,477.800	2,510.788	2,543.775	2,576.763
	BW	1,149.600	1,158.825	1,174.050	1,189.275
	H	15.248	15.451	15.654	15.857

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991	A	30,030.936	30,430.745	30,830.553	31,230.362
1%	M	2,502.578	2,535.895	2,569.213	2,602.530
	BW	1,155.036	1,170.413	1,185.791	1,201.168
	H	15.400	15.606	15.811	16.016

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992	A	30,631.555	31,039.359	31,447.164	31,854.969
2%	M	2,552.630	2,586.613	2,620.597	2,654.581
	BW	1,178.137	1,193.822	1,209.506	1,225.191
	H	15.708	15.918	16.127	16.336

**STORES CLERK RECEIVER I**

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989	H	12.900	13.190	13.470	13.770

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990	A	26,915.850	27,520.350	28,105.350	28,731.300
7%	M	2,242.988	2,293.363	2,342.113	2,394.275
	BW	1,035.225	1,058.475	1,080.975	1,105.050
	H	13.803	14.113	14.413	14.734

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991	A	27,185.009	27,795.554	28,386.404	29,018.613
1%	M	2,265.417	2,316.296	2,365.534	2,418.218
	BW	1,045.577	1,069.060	1,091.785	1,116.101
	H	13.941	14.254	14.557	14.881

		START	STEP I	STEP II	STEP III
* DECEMBER 20, 1991	A	27,874.934	28,484.879	29,075.729	29,707.938
1%	M	2,322.861	2,373.740	2,422.977	2,475.662
	BW	1,072.090	1,095.572	1,118.297	1,142.613
	H	14.295	14.608	14.911	15.235

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992	A	28,431.820	29,054.576	29,657.243	30,302.097
2%	M	2,369.318	2,421.215	2,471.437	2,525.175
	BW	1,093.532	1,117.484	1,140.663	1,165.465
	H	14.580	14.900	15.209	15.540

.../4

\* Rate adjusted based on deletion of Stores Clerk Receiver II position.

C.U.P.E. Salary Scales

**STORES CLERK RECEIVER II**

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1989 8%	A	26,851.500	27,498.600	28,060.500	28,684.500
	M	2,237.625	2,286.375	2,338.375	2,390.375
	BW	1,032.750	1,055.250	1,079.250	1,103.250
	H	13.770	14.070	14.390	14.710

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1990 7%	A	28,731.300	29,357.250	30,024.150	30,693.000
	M	2,394.275	2,446.438	2,502.013	2,557.750
	BW	1,105.050	1,129.125	1,154.775	1,180.500
	H	14.734	15.055	15.397	15.740

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1991 1%	A	29,018.613	29,650.829	30,324.398	30,999.930
	M	2,418.218	2,470.902	2,527.033	2,583.328
	BW	1,116.101	1,140.416	1,168.323	1,192.305
	H	14.881	15.206	15.551	15.897

Note: Stores Clerk Receiver II classification became redundant effective December 20, 1991.

**R.N.A.**

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1989 8%	A	25,779.000	26,149.500	26,461.500	26,832.000
	M	2,148.250	2,179.125	2,205.125	2,236.000
	BW	991.500	1,005.750	1,017.750	1,032.000
	H	13.220	13.410	13.570	13.760

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1990 7%	A	27,582.750	27,980.550	28,314.000	28,709.850
	M	2,298.563	2,331.713	2,359.500	2,392.488
	BW	1,060.875	1,076.175	1,089.000	1,104.225
	H	14.145	14.349	14.520	14.723

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1991 1%	A	27,858.578	28,260.356	28,597.140	28,996.949
	M	2,321.548	2,355.030	2,383.095	2,416.412
	V	1,071.484	1,086.937	1,099.890	1,115.267
	H	14.286	14.492	14.665	14.870

		STEP I	STEP II	STEP III	STEP IV
SEPTEMBER 29, 1992 2%	A	28,415.749	28,825.563	29,169.083	29,576.887
	M	2,367.979	2,402.130	2,430.757	2,464.741
	BW	1,092.913	1,108.675	1,121.888	1,137.573
	H	14.572	14.782	14.959	15.168

**C.U.P.E. Salary Scales**

**NURSING ASSISTANT**

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989 8%	A	25,408.500	25,740.000	26,081.000	26,461.500
	M	2,117.375	2,145.000	2,174.250	2,205.125
	BW	977.250	990.000	1,003.500	1,017.750
	H	13.030	13.200	13.380	13.570

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990 7%	A	27,186.900	27,541.800	27,918.150	28,314.000
	M	2,265.575	2,295.150	2,326.513	2,359.500
	BW	1,045.650	1,059.300	1,073.775	1,089.000
	H	13.942	14.124	14.317	14.520

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991 1%	A	27,458.769	27,817.218	28,197.332	28,597.140
	M	2,288.231	2,318.102	2,349.778	2,383.095
	BW	1,056.107	1,069.893	1,084.513	1,099.890
	H	14.081	14.265	14.460	14.665

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992 2%	A	28,007.944	28,373.562	28,761.278	29,169.083
	M	2,333.995	2,364.464	2,396.773	2,430.757
	BW	1,077.229	1,091.291	1,106.203	1,121.888
	H	14.363	14.551	14.749	14.959

**LINEN ROOM ATTENDANT**

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989 8%	A	23,517.000	23,926.500	24,316.500	24,667.500
	M	1,959.750	1,993.875	2,026.375	2,055.625
	BW	904.500	920.250	935.250	948.750
	H	12.060	12.270	12.470	12.650

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990 7%	A	25,162.800	25,601.550	26,018.850	26,395.200
	M	2,096.900	2,133.463	2,168.238	2,199.600
	BW	967.800	984.675	1,000.725	1,015.200
	H	12.904	13.129	13.343	13.536

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991 1%	A	25,414.428	25,857.566	26,279.038	26,659.152
	M	2,117.869	2,154.797	2,189.920	2,221.596
	BW	977.478	994.522	1,010.732	1,025.352
	H	13.033	13.260	13.476	13.671

		START	STEP I	STEP II	STEP III
SEPTEMBER 19, 1992 2%	A	25,922.717	26,374.717	26,804.619	27,192.335
	M	2,160.226	2,197.893	2,233.718	2,266.028
	BW	997.028	1,014.412	1,030.947	1,045.859
	H	13.294	13.525	13.746	13.945

C.U.P.E. Salary Scales

PAINTER

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989 8%	A	29,885.000	30,225.000	30,576.000	31,005.000
	M	2,488.250	2,518.750	2,548.000	2,583.750
	BW	1,147.500	1,162.500	1,176.000	1,192.500
	H	15.300	15.500	15.680	15.900

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990 7%	A	31,923.450	32,340.750	32,717.100	33,175.350
	M	2,660.268	2,695.063	2,726.425	2,764.613
	BW	1,227.825	1,243.875	1,258.350	1,275.975
	H	16.371	16.585	16.778	17.013

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991 1%	A	32,242.685	32,664.158	33,044.271	33,507.104
	M	2,686.890	2,722.013	2,753.689	2,792.259
	BW	1,240.103	1,256.314	1,270.934	1,288.735
	H	16.535	16.751	16.946	17.183

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992 2%	A	32,887.538	33,317.441	33,705.156	34,177.246
	M	2,740.628	2,776.453	2,808.763	2,848.104
	EW	1,264.905	1,281.440	1,296.352	1,314.509
	H	16.865	17.086	17.285	17.527

N/A

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989 8%	A	27,787.500	28,158.000	28,528.500	28,899.000
	M	2,315.625	2,346.500	2,377.375	2,408.250
	BW	1,068.750	1,083.000	1,097.250	1,111.500
	H	14.250	14.440	14.630	14.820

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990 7%	A	29,733.600	30,129.450	30,525.300	30,921.150
	M	2,477.800	2,510.788	2,543.775	2,576.763
	BW	1,143.600	1,158.825	1,174.050	1,189.275
	H	15.248	15.451	15.654	15.857

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991 1%	A	30,030.936	30,430.745	30,830.553	31,230.362
	M	2,502.578	2,535.895	2,569.213	2,602.530
	BW	1,155.036	1,170.413	1,185.791	1,201.168
	H	15.400	15.608	15.811	16.016

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992 2%	A	30,631.555	31,039.359	31,447.164	31,854.969
	M	2,552.630	2,586.613	2,620.597	2,654.581
	BW	1,178.137	1,193.822	1,209.506	1,225.191
	H	15.708	15.918	16.127	16.336

**C.U.P.E. Salary Scales**

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**CARPENTER**

SEPTEMBER 29, 1989  
8%

	START	STEP I	STEP II	STEP III
A	31,960.500	32,350.500	32,740.500	33,130.500
M	2,663.375	2,695.875	2,728.375	2,760.875
BW	1,229.250	1,244.250	1,259.250	1,274.250
H	16.390	16.590	16.790	16.990

SEPTEMBER 29, 1990  
7%

	START	STEP I	STEP II	STEP III
A	34,197.150	34,614.450	35,031.750	35,449.050
M	2,849.763	2,884.538	2,919.313	2,954.088
BW	1,315.275	1,331.325	1,347.375	1,363.425
H	17.537	17.751	17.965	18.179

SEPTEMBER 29, 1991  
1%

	START	STEP I	STEP II	STEP III
A	34,539.122	34,960.595	35,382.068	35,803.541
M	2,878.260	2,913.383	2,948.506	2,983.628
BW	1,328.428	1,344.638	1,360.849	1,377.059
H	17.712	17.929	18.145	18.361

SEPTEMBER 29, 1992  
2%

	START	STEP I	STEP II	STEP III
A	35,229.904	35,659.806	36,089.709	36,519.611
M	2,935.825	2,971.651	3,007.476	3,043.301
BW	1,354.996	1,371.531	1,388.066	1,404.600
H	18.067	18.287	18.508	18.728

**BASIC HELPER I**

SEPTEMBER 29, 1989  
8%

	START	STEP I	STEP II	STEP III
A	22,932.000	23,341.500	23,712.000	24,082.500
M	1,911.000	1,945.125	1,976.000	2,006.875
BW	882.000	897.750	912.000	926.250
H	11.760	11.970	12.160	12.350

SEPTEMBER 29, 1990  
7%

	START	STEP I	STEP II	STEP III
A	24,536.850	24,975.600	25,371.450	25,769.250
M	2,044.738	2,081.300	2,114.288	2,147.438
BW	943.725	960.600	975.825	991.125
H	12.583	12.808	13.011	13.215

SEPTEMBER 29, 1991  
1%

	START	STEP I	STEP II	STEP III
A	24,782.219	25,225.356	25,625.165	26,026.943
M	2,065.185	2,102.113	2,135.430	2,168.912
BW	953.162	970.206	985.583	1,001.036
H	12.709	12.936	13.141	13.347

SEPTEMBER 29, 1992  
2%

	START	STEP I	STEP II	STEP III
A	25,277.863	25,729.863	26,137.668	26,547.481
M	2,106.489	2,144.155	2,178.139	2,212.290
BW	972.225	989.610	1,005.295	1,021.057
H	12.963	13.195	13.404	13.614

C.U.P.E. Salary Scales

BASIC HEWER II

SEPTEMBER 29, 1989  
8%

	STEP I	STEP II	STEP III	STEP IV
A	24,414.000	24,745.500	25,096.500	25,525.500
M	2,034.500	2,062.125	2,091.375	2,127.125
BW	939.000	951.750	965.250	981.750
H	12.520	12.690	12.870	13.090

SEPTEMBER 29, 1990  
7%

	STEP I	STEP II	STEP III	STEP IV
A	26,122.200	26,477.100	26,853.450	27,311.700
M	2,176.850	2,206.425	2,237.788	2,275.975
V	1,004.700	1,018.350	1,032.825	1,050.450
H	13.396	13.578	13.771	14.006

SEPTEMBER 29, 1991  
1%

	STEP I	STEP II	STEP III	STEP IV
A	26,383.422	26,741.871	27,121.985	27,584.817
M	2,198.619	2,228.489	2,260.165	2,298.735
BW	1,014.747	1,028.533	1,043.153	1,060.955
H	13.530	13.714	13.909	14.146

SEPTEMBER 29, 1992  
2%

	STEP I	STEP II	STEP III	STEP IV
A	26,911.090	27,276.708	27,664.424	28,136.513
I	2,242.591	2,273.059	2,305.369	2,344.709
BW	1,035.042	1,049.104	1,064.016	1,082.174
H	13.801	13.988	14.187	14.429

DIETARY COOK

SEPTEMBER 29, 1989  
8%

	STEP I	STEP II	STEP III	STEP IV
A	24,609.000	24,999.000	25,369.500	25,779.000
M	2,050.750	2,083.250	2,114.125	2,148.250
BW	946.500	961.500	975.750	991.500
H	12.620	12.820	13.010	13.220

SEPTEMBER 29, 1990  
7%

	STEP I	STEP II	STEP III	STEP IV
A	26,330.850	26,748.150	27,145.950	27,582.750
M	2,194.238	2,229.013	2,262.163	2,298.563
BW	1,012.725	1,028.775	1,044.075	1,060.875
H	13.503	13.717	13.921	14.145

SEPTEMBER 29, 1991  
1%

	STEP I	STEP II	STEP III	STEP IV
A	26,584.159	27,015.632	27,417.410	27,858.578
M	2,216.180	2,251.303	2,284.784	2,321.548
BW	1,022.852	1,039.063	1,054.516	1,071.484
H	13.638	13.854	14.060	14.286

SEPTEMBER 29, 1992  
2%

	STEP I	STEP II	STEP III	STEP IV
A	27,126.042	27,555.944	27,965.758	28,415.749
M	2,260.503	2,296.329	2,330.480	2,367.979
BW	1,043.309	1,059.844	1,075.606	1,092.913
H	13.911	14.127	14.341	14.572

**TEAM LEADER BASIC I**

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989 8%	A	27,105.000	27,592.500	28,041.000	28,450.500
	M	2,258.750	2,299.375	2,336.750	2,370.875
	BW	1,042.500	1,061.250	1,078.500	1,094.250
	H	13.900	14.150	14.380	14.590

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990 7%	A	29,002.350	29,524.950	30,004.650	30,441.450
	M	2,416.863	2,460.413	2,500.388	2,536.788
	BW	1,115.475	1,135.575	1,154.025	1,170.825
	H	14.873	15.141	15.387	15.611

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991 1%	A	29,292.373	29,820.200	30,304.697	30,745.865
	M	2,441.031	2,485.017	2,525.391	2,562.155
	BW	1,126.630	1,146.931	1,165.565	1,182.533
	H	15.022	15.292	15.541	15.767

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992 2%	A	29,878.221	30,416.603	30,910.790	31,360.782
	M	2,489.852	2,534.717	2,575.899	2,613.398
	BW	1,149.162	1,169.869	1,188.877	1,206.184
	H	15.322	15.598	15.852	16.082

**TEAM LEADER BASIC II**

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1989 8%	A	28,528.500	28,899.000	29,289.000	29,757.000
	M	2,377.375	2,408.250	2,440.750	2,479.750
	BW	1,097.250	1,111.500	1,126.500	1,144.500
	H	14.630	14.820	15.020	15.260

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990 7%	A	30,525.300	30,921.150	31,338.450	31,839.600
	M	2,543.775	2,576.763	2,611.538	2,653.300
	BW	1,174.050	1,189.275	1,205.325	1,224.600
	H	15.654	15.857	16.071	16.328

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991 1%	A	30,830.553	31,230.362	31,651.835	32,157.996
	M	2,569.213	2,602.530	2,637.653	2,679.833
	BW	1,185.791	1,201.168	1,217.378	1,236.846
	H	15.811	16.016	16.232	16.491

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992 2%	A	31,447.164	31,854.969	32,284.871	32,801.156
	M	2,620.597	2,654.581	2,690.406	2,733.430
	BW	1,209.506	1,225.191	1,241.726	1,261.583
	H	16.127	16.336	16.556	16.821

**LABORATORY AND MORGUE ATTENDANT**

**JUNE 10, 1991**

	STEP I	STEP II	STEP III	STEP IV
A	26,617.500	26,988.000	27,358.500	27,807.000
M	2,218.125	2,249.000	2,279.875	2,317.250
BW	1,023.750	1,038.000	1,052.250	1,069.500
H	13.650	13.840	14.030	14.260

**SEPTEMBER 29, 1991**  
1%

	STEP I	STEP II	STEP III	STEP IV
A	26,883.675	27,257.880	27,632.085	28,085.070
M	2,240.306	2,271.490	2,302.674	2,340.423
BW	1,033.988	1,048.380	1,062.773	1,080.195
H	13.787	13.978	14.170	14.403

**SEPTEMBER 29, 1992**  
2%

	STEP I	STEP II	STEP III	STEP IV
A	27,421.349	27,803.038	28,184.727	28,646.771
M	2,285.112	2,316.920	2,348.727	2,387.231
BW	1,054.667	1,069.348	1,084.028	1,101.799
H	14.062	14.258	14.454	14.691

Audited By: R. Reddy Date: Apr 14/93



APPENDIX "A"  
CENTRAL COLLECTIVE AGREEMENT  
COMMENCING SEPTEMBER 29, 1993 - ENDING SEPTEMBER 28, 1995

ARTICLE  
8.02

CLEARING OF RECORD

Any letter of reprimand, suspension or 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.

ARTICLE 10 - CONTRACTING OUT

10.01

(As Before)

10.02

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

(As Before was 10.02)

20.02

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.

**21.00**

**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.

APPENDIX "B"

MEMORANDUM OF AGREEMENT

BETWEEN

C.U.P.E. AND ITS LOCAL 883

AND

THE SALVATION ARMY GRACE HOSPITAL

---

The following amendments and/or additions to existing language represents the agreement reached by the parties noted above for the collective agreement which commenced September 29, 1993 and expired September 28, 1995.

**Article**

H.1

**Appointment of Stewards**

In order to provide an orderly procedure for the settling of grievances, the Hospital acknowledges the right of the Union to appoint, or otherwise select not more than twelve (12) stewards whose duties and responsibilities are as outlined in Article 6.05. The Union will provide a list of **stewards** to **the** Hospital **and will** update it as changes occur.

Wherever possible not more than one (1) steward from a particular department shall be away from the department at any given time for union business.

Q

**RPN Skill Utilization**

The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by the graduating RPNs. 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.

Registered Practical Nurses (RPNs) are required to present proof of their holding a current **certificate** of competence **no** later than February 15th of **each** year to their Nurse Manager. Such time limit **may** be extended with the approval of the Vice-president, Patient Care, or their designate.

S

**Vacation Carryover/Advance**

On written application by **an** employee, vacation **carryover/advance** of up to one week may **be** granted at the discretion of the Department Head, such **permission shall not be** unreasonably withheld.

Employees may borrow **or** overdraw up to one (1) week (37.5 hours) of yet to be earned vacation **with** the approval of their Department Head. A pay **out of** any earned but not utilized vacation will be provided to employees upon termination. Employees who have borrowed or overdrawn vacation as provided for above shall reimburse the Hospital prior to the issuance of any monies owing to them effective the date **of** termination.

**Article**

**U**

**Performance Appraisals**

Where an appraisal of an employee's **performance** is made, the employee concerned shall be given the opportunity to review and sign the performance appraisal form, upon its completion to indicate that its contents have been read. The employee shall have the right to place his/her own comments to the form. Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid. The employee will be given an exact copy of the performance appraisal for his/her records on request. The Hospital further agrees that performance appraisals will be conducted in a consistent manner.

**RNA/RPN**

Agreed to change RNA to RPN wherever RNA appears in the collective agreement.

**Letter of Agreement No. 2 - Modified Work Week**

The parties agreed to rewrite this letter in a generic format such that a modified work week may be considered for all classifications and not be limited to RPNs. D. Evans will develop a draft.

The draft will add "modified" to section 1 to read "...a modified shift schedule...", and to delete existing section 2 and replace with; " It is agreed that such modified shift schedule shall only be implemented upon agreement with the Union."

LETTER OF UNDERSTANDING

RE: C.U.P.E. MONTHLY MEMBERSHIP MEETINGS

The Hospital undertakes to provide to C.U.P.E. Local 883 Assembly Room A and B for the purpose of conducting a monthly general membership meeting. Such meeting would normally be scheduled for the fourth Thursday of each month save and except July, August, and December. Meetings may convene no earlier than 15:40 hours and end no later than 17:45 hours subject to the operational needs of the Hospital.

It is understood and agreed that such meetings will not interfere with the operation of the Hospital or create any adverse impact on patient care. It is also understood and agreed that C.U.P.E. Local 883 will clear the room of any materials used during the meeting and will prepare the room for the next person or group scheduled to use the room.

In the event that Assembly Room A and B are not available, or in the event that C.U.P.E. Local 883 wishes to change the date of the meeting the Hospital will attempt, but does not guarantee, to provide a suitable meeting room.

This Letter of Understanding may be rescinded by the Hospital in the event that the conditions noted above are not met. This Letter of Agreement shall remain in force for the duration of this collective agreement only and may be subject to renewal in future negotiations,

Signed in Ottawa this 17th day of January 1996.

For C.U.P.E. Local 883

Willy Foster  
Carol G...  
Dan...  
[Signature]

For the Hospital

[Signature]  
Eric Evans  
Janice Brown  
P. Mitchellmore  
[Signature]  
O'Gallagher

Article

X

Harassment

The Hospital and the Union do not condone aggressive/abusive behaviour as defined below under Personal or Sexual Harassment. Employees are encouraged to use the Hospital's Aggressive/Abusive Behaviour Policy prior to utilizing the grievance process.

(i)

Personal Harassment

Personal harassment is unwarranted behaviour by a person directed towards another person that is offensive and that may impair a person's job performance or that may unjustly threaten the economic livelihood of the person. In addition, a person who uses authority or position to undermine, sabotage or otherwise improperly interfere with the career of a person is guilty of personal harassment. Personal harassment also includes offensive or discriminating behaviour directed toward a person on the basis of any of the prohibited grounds outlined in the Ontario Human Rights Code. Manager's proper exercise of the responsibilities related to job activities including criticism of work relative to ongoing performance does not constitute harassment.

(ii)

Sexual Harassment

Sexual harassment includes (1) "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome"; or (2) "sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome"; or (3) "a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person." (Human Rights Code, 1981).

The signatures affixed below indicate acceptance of the above as representative of all agreed amendments to the collective agreement between the parties and expiring September 28, 1995.

Signed this 17<sup>th</sup> day of January, 1996.

On behalf of C.U.P.E. and its Local 883

*Willy Pajor*  
*Carol Gieseler*  
*Lee Leckie*  
*[Signature]*  
*[Signature]*

:cec

On behalf of the Salvation Army Grace Hospital

*[Signature]*  
*Barbara Evans*  
*Jane Brown*  
*P. Mitchell*  
*[Signature]*  
*D. Gallagher*

**SALARY SCALES -- THE CANADIAN UNION OF PUBLIC EMPLOYEES  
 POSITIONS AFFECTED BY PAY EQUITY**

**CLERICAL NURSE - 0079**

JANUARY 1, 1990

	START	STEP I	STEP II	STEP III
A	26,208.000	26,793.000	27,397.500	28,021.500
M	2,184.000	2,232.750	2,283.125	2,335.125
BW	1,008.000	1,030.500	1,053.750	1,077.750
H	13.440	13.740	14.050	14.370

SEPTEMBER 29, 1990

	START	STEP I	STEP II	STEP III
A	28,399.800	29,026.750	29,673.150	30,340.050
M	2,366.650	2,418.813	2,472.763	2,528.338
BW	1,092.300	1,116.375	1,141.275	1,166.925
H	14.564	14.885	15.217	15.559

JANUARY 1, 1991

	START	STEP I	STEP II	STEP III
A	29,179.800	29,805.750	30,453.150	31,120.050
M	2,431.650	2,483.813	2,537.763	2,593.338
BW	1,122.300	1,146.375	1,171.275	1,196.925
H	14.964	15.285	15.617	15.959

SEPTEMBER 29, 1991

	START	STEP I	STEP II	STEP III
A	29,515.200	30,147.000	30,800.250	31,474.950
M	2,459.600	2,512.250	2,566.688	2,622.913
BW	1,135.200	1,159.500	1,184.625	1,210.575
H	15.136	15.460	15.795	16.141

JANUARY 1, 1992

	START	STEP I	STEP II	STEP III
A	29,471.598	30,103.808	30,757.682	31,431.251
M	2,455.967	2,508.651	2,563.140	2,619.271
BW	1,161.525	1,185.825	1,210.950	1,236.900
H	15.487	15.811	16.146	16.492

SEPTEMBER 29, 1992

	START	STEP I	STEP II	STEP III
A	30,876.300	31,521.750	32,188.650	32,875.050
M	2,573.025	2,626.813	2,682.388	2,739.588
BW	1,187.550	1,212.375	1,238.025	1,264.425
H	15.537	15.834	16.165	16.507

JANUARY 1, 1993

	START	STEP I	STEP II	STEP III
A	31,556.850	32,202.300	32,869.200	33,555.600
M	2,629.738	2,683.525	2,739.100	2,796.300
BW	1,213.725	1,238.550	1,264.200	1,290.600
H	16.183	16.514	16.856	17.208

JANUARY 1, 1994

	START	STEP I	STEP II	STEP III
A	32,804.850	33,450.300	34,117.200	34,803.600
M	2,733.738	2,787.525	2,843.100	2,900.300
BW	1,261.725	1,286.550	1,312.200	1,338.600
H	16.823	17.154	17.496	17.848

JANUARY 1, 1995

	START	STEP I	STEP II	STEP III
A	34,325.850	34,971.300	35,638.200	36,324.600
M	2,860.488	2,914.275	2,969.850	3,027.050
BW	1,320.225	1,345.050	1,370.700	1,397.100
H	17.603	17.934	18.276	18.628

JANUARY 1, 1996

	START	STEP I	STEP II	STEP III
A	34,520.850	35,166.300	35,833.200	36,519.600
M	2,876.738	2,930.525	2,986.100	3,043.300
BW	1,327.725	1,352.550	1,378.200	1,404.600
H	17.703	18.034	18.376	18.728

Audited By: *[Signature]*  
 Date: *March 13/94*

**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**POSITIONS AFFECTED BY PAY EQUITY**

**CLERK III ENVIRONMENTAL SERVICES - 0087**

PAGE 2

		START	STEP I	STEP II	STEP III
ANUARY 1, 1990	A	26,208.000	26,793.000	27,397.500	28,021.500
	M	2,184.000	2,232.750	2,283.125	2,335.125
	BW	1,008.000	1,030.500	1,053.750	1,077.750
	H	13.440	13.740	14.050	14.370

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990	A	28,251.600	28,877.550	29,524.950	30,191.850
	M	2,354.300	2,406.463	2,460.413	2,515.988
	BW	1,086.600	1,110.675	1,135.575	1,161.225
	H	14.488	14.809	15.141	15.483

		START	STEP I	STEP II	STEP III
ANUARY 1, 1991	A	29,031.600	29,657.550	30,304.950	30,971.850
	M	2,419.300	2,471.463	2,525.413	2,580.988
	BW	1,116.600	1,140.675	1,165.575	1,191.225
	H	14.888	15.209	15.541	15.883

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991	A	29,343.600	29,975.400	30,628.650	31,303.350
	M	2,445.300	2,497.950	2,552.388	2,608.613
	BW	1,128.600	1,152.900	1,178.025	1,203.975
	H	15.048	15.372	15.707	16.053

		START	STEP I	STEP II	STEP III
ANUARY 1, 1992	A	29,321.916	29,954.126	30,608.000	31,281.569
	M	2,443.493	2,496.177	2,550.667	2,606.797
	BW	1,154.925	1,179.225	1,204.350	1,230.300
	H	15.399	15.723	16.058	16.404

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992	A	30,659.850	31,305.300	31,972.200	32,658.600
	M	2,554.988	2,608.775	2,664.350	2,721.550
	BW	1,179.225	1,204.050	1,229.700	1,256.100
	H	15.537	15.868	16.210	16.558

		START	STEP I	STEP II	STEP III
ANUARY 1, 1993	A	31,340.400	31,985.850	32,652.750	33,339.150
	M	2,611.700	2,665.488	2,721.063	2,778.263
	BW	1,205.400	1,230.225	1,255.875	1,282.275
	H	16.072	16.403	16.745	17.097

		START	STEP I	STEP II	STEP III
APRIL 1, 1994	A	32,953.050	33,362.550	33,770.100	34,177.650
	M	2,746.088	2,780.213	2,814.175	2,848.137
	BW	1,267.425	1,283.175	1,298.850	1,314.525
	H	16.899	17.109	17.318	17.527



**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES'  
POSITIONS AFFECTED BY PAY EQUITY**

REGISTER CLERK - 0093

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		START	STEP I	STEP II	STEP III
JANUARY 1, 1990	A	28,333.500	28,704.000	29,074.500	29,445.000
	M	2,361.125	2,392.000	2,422.875	2,453.750
	BW	1,089.750	1,104.000	1,118.250	1,132.500
	H	14.530	14.720	14.910	15.100
SEPTEMBER 29, 1990	A	30,427.800	30,823.650	31,219.500	31,615.350
	M	2,535.650	2,568.638	2,601.625	2,634.613
	BW	1,170.300	1,185.525	1,200.750	1,215.975
	H	15.604	15.807	16.010	16.213
JANUARY 1, 1991	A	31,207.800	31,603.650	31,999.500	32,395.350
	M	2,600.650	2,633.638	2,666.625	2,699.613
	BW	1,200.300	1,215.525	1,230.750	1,245.975
	H	16.004	16.207	16.410	16.613
SEPTEMBER 29, 1991	A	31,525.650	31,927.350	32,327.100	32,726.850
	M	2,627.138	2,660.613	2,693.925	2,727.238
	BW	1,212.525	1,227.975	1,243.350	1,258.725
	H	16.167	16.373	16.578	16.783
JANUARY 1, 1992	A	32,210.100	32,611.800	33,011.550	33,411.300
	M	2,684.175	2,717.650	2,750.963	2,784.275
	BW	1,238.850	1,254.300	1,269.675	1,285.050
	H	16.518	16.724	16.929	17.134
SEPTEMBER 29, 1992	A	32,857.500	33,267.000	33,674.550	34,082.100
	M	2,738.125	2,772.250	2,806.213	2,840.175
	BW	1,263.750	1,279.500	1,295.175	1,310.850
	H	16.850	17.060	17.269	17.478
JANUARY 1, 1993	A	32,953.050	33,362.550	33,770.100	34,177.650
	M	2,746.088	2,780.213	2,814.175	2,848.137
	BW	1,267.425	1,283.175	1,298.850	1,314.525
	H	16.899	17.109	17.318	17.527

**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES  
POSITIONS AFFECTED BY PAY EQUITY**

**LINEN ROOM ATTENDANT - 0109**

		START	STEP I	STEP II	STEP III
JANUARY 1, 1990	A	24,063.000	24,472.500	24,862.500	25,213.500
	M	2,005.250	2,039.375	2,071.875	2,101.125
	BW	925.500	941.250	956.250	969.750
	H	12.340	12.550	12.750	12.930

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1990	A	25,767.300	26,206.050	26,623.350	26,999.700
	M	2,147.275	2,183.838	2,218.613	2,249.975
	BW	991.050	1,007.925	1,023.975	1,038.450
	H	13.214	13.439	13.653	13.846

		START	STEP I	STEP II	STEP III
JANUARY 1, 1991	A	26,079.300	26,518.050	26,935.350	27,311.700
	M	2,173.275	2,209.838	2,244.613	2,275.975
	BW	1,003.050	1,019.925	1,035.975	1,050.450
	H	13.374	13.599	13.813	14.006

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1991	A	26,340.600	26,783.250	27,204.450	27,584.700
	M	2,195.050	2,231.938	2,267.038	2,298.725
	BW	1,013.100	1,030.125	1,046.325	1,060.950
	H	13.508	13.735	13.951	14.146

		START	STEP I	STEP II	STEP III
JANUARY 1, 1992	A	26,340.093	26,783.231	27,204.704	27,584.817
	M	2,195.008	2,231.936	2,267.059	2,298.735
	BW	1,013.100	1,030.125	1,046.325	1,060.950
	H	13.508	13.735	13.951	14.146

		START	STEP I	STEP II	STEP III
SEPTEMBER 29, 1992	A	26,543.818	26,991.387	27,417.075	27,800.989
	M	2,211.985	2,249.282	2,284.756	2,316.749
	BW	1,033.350	1,050.675	1,067.250	1,082.175
	H	13.734	13.778	13.965	14.009

**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES  
POSITIONS AFFECTED BY PAY EQUITY**

R.P.N. - 0061; PHYSIO AIDE - 0144

		START	STEP I	STEP II	STEP III
JANUARY 1, 1990	A	26,325.000	26,695.500	27,007.500	27,378.000
	M	2,193.750	2,224.625	2,250.625	2,281.500
	BW	1,012.500	1,026.750	1,038.750	1,053.000
	H	13.500	13.690	13.850	14.040
SEPTEMBER 29, 1990	A	28,569.450	28,967.250	29,300.700	29,698.550
	M	2,380.768	2,413.938	2,441.725	2,474.713
	BW	1,098.825	1,114.125	1,126.950	1,142.175
	H	14,425 14.651	14,629 14.855	14,800 15.026	15,003 15.229
JANUARY 1, 1991	A	29,349.450	29,747.250	30,080.700	30,476.550
	M	2,445.768	2,478.938	2,506.725	2,539.713
	BW	1,128.825	1,144.125	1,156.950	1,172.175
	H	15.051	15.255	15.426	15.629
SEPTEMBER 29, 1991	A	29,692.650	30,094.350	30,431.700	30,831.450
	M	2,474.388	2,507.863	2,535.975	2,569.288
	BW	1,142.025	1,157.475	1,170.450	1,185.825
	H	15.227	15.433	15.606	15.811
JANUARY 1, 1992	A	29,642.945	30,044.723	30,381.507	30,781.316
	M	2,470.245	2,503.727	2,531.792	2,565.110
	BW	1,168.350	1,183.800	1,196.775	1,212.150
	H	15.578	15.784	15.957	16.162
SEPTEMBER 29, 1992	A	31,069.350	31,478.850	31,824.000	32,231.550
	M	2,589.113	2,623.238	2,652.000	2,685.963
	BW	1,194.975	1,210.725	1,224.000	1,239.675
	H	15,603 15.933	15,813 16.143	15,990 16.320	16,199 16.529
JANUARY 1, 1993	A	31,749.900	32,159.400	32,504.550	32,912.100
	M	2,645.825	2,679.950	2,708.713	2,742.675
	BW	1,221.150	1,236.900	1,250.175	1,265.850
	H	16.282	16.492	16.669	16.878
JANUARY 1, 1994	A	32,997.900	33,407.400	33,752.550	34,160.100
	M	2,749.825	2,783.950	2,812.713	2,846.675
	BW	1,269.150	1,284.900	1,298.175	1,313.850
	H	16.922	17.132	17.309	17.518
JANUARY 1, 1995	A	34,518.900	34,928.400	35,273.550	35,681.100
	M	2,876.575	2,910.700	2,939.463	2,973.425
	BW	1,327.650	1,343.400	1,356.675	1,372.350
	H	17.702	17.912	18.089	18.298
JANUARY 1, 1996	A	35,357.400	35,766.900	36,112.050	36,519.600
	M	2,946.450	2,980.575	3,009.338	3,043.300
	BW	1,359.900	1,375.650	1,388.925	1,404.600
	H	18.132	18.342	18.519	18.728

**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES  
POSITIONS AFFECTED BY PAY EQUITY**

**BASIC II S.P.D. - 0107**

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		START	STEP I	STEP II	STEP III
JANUARY 1, 1990	A	24,960.000	25,291.500	25,642.500	26,071.500
	M	2,080.000	2,107.625	2,136.875	2,172.625
	BW	960.000	972.750	986.250	1,002.750
	H	12.800	12.970	13.150	13.370
SEPTEMBER 29, 1990	A	27,052.350	27,407.250	27,763.600	28,241.850
	M	2,254.363	2,283.938	2,315.300	2,353.488
	BW	1,040.475	1,054.125	1,068.600	1,086.225
	H	13.873	14.055	14.248	14.483
JANUARY 1, 1991	A	27,832.350	28,187.250	28,563.600	29,021.850
	M	2,319.363	2,348.938	2,380.300	2,418.488
	BW	1,070.475	1,084.125	1,098.600	1,116.225
	H	14.273	14.455	14.648	14.883
SEPTEMBER 29, 1991	A	28,152.150	28,510.950	28,891.200	29,353.350
	M	2,346.013	2,375.913	2,407.600	2,446.113
	BW	1,082.775	1,096.575	1,111.200	1,128.975
	H	14.437	14.621	14.816	15.053
JANUARY 1, 1992	A	28,110.674	28,469.123	28,849.236	29,312.069
	M	2,342.556	2,372.427	2,404.103	2,442.672
	BW	1,109.100	1,122.900	1,137.525	1,155.300
	H	14.788	14.972	15.167	15.404
SEPTEMBER 29, 1992	A	29,484.000	29,848.650	30,236.700	30,708.600
	M	2,457.000	2,487.388	2,519.725	2,559.050
	BW	1,134.000	1,148.025	1,162.950	1,181.100
	H	14.939	15.120	15.307	15.506
JANUARY 1, 1993	A	30,164.550	30,529.200	30,917.250	31,389.150
	M	2,513.713	2,544.100	2,576.438	2,615.763
	BW	1,160.175	1,174.200	1,189.125	1,207.275
	H	15.469	15.656	15.855	16.097
JANUARY 1, 1994	A	31,412.550	31,777.200	32,165.250	32,637.150
	M	2,617.713	2,648.100	2,680.438	2,719.763
	BW	1,208.175	1,222.200	1,237.125	1,255.275
	H	16.109	16.296	16.495	16.737
JANUARY 1, 1995	A	32,933.550	33,298.200	33,686.250	34,158.150
	M	2,744.463	2,774.850	2,807.188	2,846.513
	BW	1,266.675	1,280.700	1,295.625	1,313.775
	H	16.889	17.076	17.275	17.517
JANUARY 1, 1996	A	32,953.050	33,317.700	33,705.750	34,177.650
	M	2,746.088	2,776.475	2,808.813	2,848.138
	BW	1,267.425	1,281.450	1,296.375	1,314.525
	H	16.890	17.086	17.285	17.527

*[Signature]*  
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**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES  
 POSITIONS AFFECTED BY PAY EQUITY**

**BASIC HELPER I - 0110**

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JANUARY 1, 1990

	START	STEP I	STEP II	STEP III
A	23,478.000	23,887.500	24,258.000	24,628.500
M	1,956.500	1,990.625	2,021.500	2,052.375
BW	903.000	918.750	933.000	947.250
H	12.040	12.250	12.440	12.630

SEPTEMBER 29, 1990

	START	STEP I	STEP II	STEP III
A	25,240.800	25,679.550	26,075.400	26,473.200
M	2,103.400	2,139.963	2,172.950	2,206.100
BW	970.800	987.675	1,002.900	1,018.200
H	12.944	13.169	13.372	13.576

JANUARY 1, 1991

	START	STEP I	STEP II	STEP III
A	26,020.800	26,459.550	26,855.400	27,253.200
M	2,168.400	2,204.963	2,237.950	2,271.100
BW	1,000.800	1,017.675	1,032.900	1,048.200
H	13.344	13.569	13.772	13.976

SEPTEMBER 29, 1991

	START	STEP I	STEP II	STEP III
A	26,291.850	26,734.500	27,134.250	27,535.950
M	2,190.988	2,227.875	2,261.188	2,294.663
BW	1,011.225	1,028.250	1,043.625	1,059.075
H	13.483	13.710	13.915	14.121

JANUARY 1, 1992

	START	STEP I	STEP II	STEP III
A	26,281.008	26,724.146	27,123.954	27,525.732
M	2,190.084	2,227.012	2,260.330	2,293.811
BW	1,037.550	1,054.575	1,069.950	1,085.400
H	13.834	14.061	14.266	14.472

SEPTEMBER 29, 1992

	START	STEP I	STEP II	STEP III
A	27,520.350	27,972.750	28,380.300	28,789.800
M	2,293.363	2,331.063	2,365.025	2,399.150
BW	1,058.475	1,075.875	1,091.550	1,107.300
H	13.994	14.113	14.226	14.345
			14.435	14.554
				14.645
				14.764

JANUARY 1, 1993

	START	STEP I	STEP II	STEP III
A	27,791.400	28,243.800	28,651.350	29,060.850
M	2,315.950	2,353.650	2,387.613	2,421.738
BW	1,068.900	1,086.300	1,101.975	1,117.725
H	14.252	14.484	14.693	14.903

**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES  
POSITIONS AFFECTED BY PAY EQUITY**

**NURSING ASSISTANT - 0002**

		START	STEP I	STEP II	STEP III
JANUARY 1, 1990	A	25,954.500	26,266.000	26,637.000	27,007.500
	M	2,162.875	2,190.500	2,219.750	2,250.625
	BW	998.250	1,011.000	1,024.500	1,038.750
	H	13.310	13.480	13.660	13.850
SEPTEMBER 29, 1990	A	28,198.950	28,558.850	28,930.200	29,326.050
	M	2,349.913	2,379.488	2,410.850	2,443.838
	BW	1,084.575	1,098.225	1,112.700	1,127.925
	H	14.461	14.643	14.836	15.039
JANUARY 1, 1991	A	28,978.950	29,333.850	29,710.200	30,106.050
	M	2,414.913	2,444.488	2,475.850	2,508.838
	BW	1,114.575	1,128.225	1,142.700	1,157.925
	H	14.861	15.043	15.236	15.439
SEPTEMBER 29, 1991	A	29,322.150	29,680.950	30,061.200	30,460.950
	M	2,443.513	2,473.413	2,505.100	2,538.413
	BW	1,127.775	1,141.575	1,156.200	1,171.575
	H	15.037	15.221	15.416	15.621
JANUARY 1, 1992	A	29,268.740	29,627.189	30,007.302	30,407.111
	M	2,439.062	2,468.932	2,500.609	2,533.926
	BW	1,154.100	1,167.900	1,182.525	1,197.900
	H	15.368	15.572	15.767	15.972
SEPTEMBER 29, 1992	A	30,698.850	31,065.450	31,451.550	31,861.050
	M	2,558.238	2,588.788	2,620.963	2,655.088
	BW	1,180.725	1,194.825	1,209.675	1,225.425
	H	15.743	15.931	16.129	16.339
JANUARY 1, 1993	A	31,379.400	31,746.000	32,132.100	32,541.600
	M	2,614.950	2,645.500	2,677.675	2,711.800
	BW	1,206.900	1,221.000	1,235.850	1,251.600
	H	16.092	16.280	16.478	16.688
JANUARY 1, 1994	A	32,627.400	32,994.000	33,380.100	33,789.600
	M	2,718.950	2,749.500	2,781.675	2,815.800
	BW	1,254.900	1,269.000	1,283.850	1,299.600
	H	16.732	16.920	17.118	17.328
JANUARY 1, 1995	A	34,148.400	34,515.000	34,901.100	35,310.600
	M	2,845.700	2,876.250	2,908.425	2,942.550
	BW	1,313.400	1,327.500	1,342.350	1,358.100
	H	17.512	17.700	17.898	18.108
JANUARY 1, 1996	A	35,357.400	35,724.000	36,110.100	36,519.600
	M	2,946.450	2,977.000	3,009.175	3,043.300
	BW	1,359.900	1,374.000	1,388.850	1,404.600
	H	18.132	18.320	18.518	18.728

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**SALARY SCALES - THE CANADIAN UNION OF PUBLIC EMPLOYEES  
POSITIONS AFFECTED BY PAY EQUITY**

**DIETARY COOK - 0098**

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		START	STEP I	STEP II	STEP III
JANUARY 1, 1990	A	25,155.000	25,545.000	25,915.500	26,325.000
	M	2,096.250	2,128.750	2,159.625	2,193.750
	BW	967.500	982.500	996.750	1,012.500
	H	12.900	13.100	13.290	13.500
SEPTEMBER 29, 1990	A	27,243.450	27,660.750	28,058.550	28,495.350
	M	2,270.288	2,305.063	2,338.213	2,374.613
	BW	1,047.825	1,063.875	1,079.175	1,095.975
	H	13.971	14.185	14.389	14.613
JANUARY 1, 1991	A	28,023.450	28,440.750	28,838.550	29,275.350
	M	2,335.288	2,370.063	2,403.213	2,439.613
	BW	1,077.825	1,093.875	1,109.175	1,125.975
	H	14.371	14.585	14.789	15.013
SEPTEMBER 29, 1991	A	28,343.250	28,764.450	29,166.150	29,606.850
	M	2,361.938	2,397.038	2,430.513	2,467.238
	BW	1,090.125	1,106.325	1,121.775	1,138.725
	H	14.535	14.751	14.957	15.189
JANUARY 1, 1992	A	28,303.685	28,725.158	29,126.936	29,568.104
	M	2,358.640	2,393.763	2,427.245	2,464.009
	BW	1,116.450	1,132.650	1,148.100	1,165.050
	H	14.886	15.102	15.308	15.534
SEPTEMBER 29, 1992	A	29,673.150	30,102.150	30,511.650	30,962.100
	M	2,472.763	2,508.513	2,542.638	2,580.175
	BW	1,141.275	1,157.775	1,173.525	1,190.850
	H	<i>14.942</i> 15.217	<i>15.162</i> 15.437	<i>15.372</i> 15.647	<i>15.605</i> 15.878
JANUARY 1, 1993	A	30,353.700	30,782.700	31,192.200	31,642.650
	M	2,529.475	2,565.225	2,599.350	2,636.888
	BW	1,167.450	1,183.950	1,199.700	1,217.025
	H	15.566	15.786	15.996	16.227
JANUARY 1, 1994	A	31,601.700	32,030.700	32,440.200	32,890.650
	M	2,633.475	2,669.225	2,703.350	2,740.888
	BW	1,215.450	1,231.950	1,247.700	1,265.025
	H	16.206	16.426	16.636	16.867
JANUARY 1, 1995	A	32,888.700	33,317.700	33,727.200	34,177.650
	M	2,740.725	2,776.475	2,810.600	2,848.138
	BW	1,264.950	1,281.450	1,297.200	1,314.525
	H	16.866	17.086	17.296	17.527