



COLLECTIVE AGREEMENT

between

**ST. JOSEPH'S HEALTH CENTRE
(hereinafter called the "Health Centre")**

and

**PART TIME SERVICE BARGAINING UNIT
CUPE LOCAL 1144**

Expires: September 28, 2001

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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 Health Centre and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Health Centre 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 Health Centre 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 WSIB 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 Health Centre or by The Health Centre on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The Health Centre 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.

2.02 - Part-Time Commitment

The Health Centre 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.

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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre's payroll system.

5.02 - Notification to Union

The Health Centre will provide the union with a list, monthly of all hiring, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through The Health Centre'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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre premises or on Health Centre time without the prior approval of The Health Centre, 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 Health Centre may be scheduled concerning issues of mutual interest if satisfactory to all concerned.⁵

Where two or more agreements exist between a Health Centre and CUPE

the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - Local Bargaining Committee

The Health Centre agrees to recognize a negotiating committee comprised of Health Centre employee representatives of the Union for the purpose of negotiating a renewal agreement (as **set** out in the Local Provisions Appendix - D.01). The Health Centre 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 Health Centre.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, The Health Centre 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 Health Centres, 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 Health Centres' 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 Health Centre be entitled to such payment.

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

6.05 - Union Stewards

The Health Centre 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 Health Centre 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 Health Centre 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 Health Centre 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 - D.03.

6.06 - Grievance Committee

The Health Centre will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix-D.04) 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 Health Centre 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 Health Centre up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally - D.04.

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 Health Centre 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 Health Centre Administrator or his designee. A meeting will then be held between The Health Centre 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 Health Centre Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of The Health Centre 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 Health Centre 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 Health Centre 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 Health Centre'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 Health Centre deems it necessary to suspend or discharge an employee, The Health Centre shall notify the Union of such suspension or discharge in writing. The Health Centre agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08** All agreements reached under the Grievance Procedure between the representatives of The Health Centre and the representatives of the Union will be final and binding upon The Health Centre and the Union and the employees.
- 7.09** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance

Procedure.

- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 ACCESS TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

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

ARTICLE 9 - SENIORITY**9.01 - Probationary Period**

A new employee will be considered on probation until he has completed forty-five days (45) 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 Health Centre, 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

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 unitwide basis.

Notwithstanding the above, employees hired prior to July 14, 1999 will be credited with the seniority they held under the Agreement expiring September 28, 1995 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 Health Centre of such absence and providing to The Health Centre 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 Health Centre through registered mail addressed to the last address on the records of The Health Centre, 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

Effective June 4, 1996, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

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 Health Centre, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

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

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

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

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days. Where there are **no** successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at The Health Centre will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at The Health Centre. 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 Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by The Health Centre 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.

Article 9.06 - Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by The Health Centre to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by The Health Centre to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

Implementation Note:

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

9.07 - Transfer of Seniority and Service

Effective June 24, 1985 and for employees who transfer subsequent to June 24, 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 Health Centre 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 Health Centre of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Health Centre shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) 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) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Health Centre bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Health Centre shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which the employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

At each Health Centre 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 Health Centre which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Health Centre 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 Health Centre 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 Health Centre and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Health Centre Training and Adjustment Panel) there is another Health Centre-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such Health Centre-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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre'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 Health Centre 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 9.11; or
- (c) opt to retire, if eligible under the terms of The St. Joseph's Health Centre Pension Plan as outlined in Article 18.02; 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 Health Centre 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 7% 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 including a full-time employee whose hours of work are, subject to Article 14.01, reduced, 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 Health Centre 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 Health Centre shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with The Health Centre (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 Health Centre.

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 Health Centre shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08.

Article 9.10 - Retraining

(a) Retraining for Positions within The Health Centre

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 Health Centre position identified by the Redeployment Committee in accordance with Article 9.08(d):

- (i) Opportunities to fill vacant positions identified by The Health Centre 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 Health Centre in its discretion.
- (ii) The Health Centre 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 Health Centre 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 Health Centre, 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 Health Centre will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, The Health Centre and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in

the job identified in 9.10(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 Health Centres 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 Health Centre 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 Health Centres 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 Health Centres shall be free to grant to any employees hired through this process full credit for service earned with another Health Centre.

9.11 - 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.

9.12 - Portability of Service

An employee hired by The Health Centre with recent and related experience may claim consideration for such experience at the time of

hiring on a form to be supplied by The Health Centre. Any such claim shall be accompanied by verification of previous related experience. The Health Centre shall then evaluate such experience during the probationary period following hiring. Where in the opinion of The Health Centre 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.

9.13 - Technological Change

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

The Health Centre 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 Health Centre shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

10.02 - Contracting Out

Notwithstanding the foregoing, The Health Centre may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if The Health Centre 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 Health Centre; and
- (2) in doing so to stand, with respect to that work, in the place of The Health Centre for the purposes of The Health Centre'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 Health Centre agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

10.03 - Contracting In

Further to Article 9.08(d)(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 Health Centre 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 July 14, 1999.

Effective July 14, 1999, The Health Centre shall submit to the Union figures indicating the number of volunteers as of July 14, 1999. Thereafter, The Health Centre 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 Health Centre. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 - Union Business

The Health Centre 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 Health Centre. 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 Health Centre, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by The Health Centre on the basis of what his normal regular hours of work would have been, provided that the Union reimburses The Health Centre 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 Health Centre Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

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

Upon application by the Union, in writing, The Health Centre 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 Health Centre 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 Health Centre may fill the vacancy resulting from such leave on a temporary basis.

12.03(b) - Leave for OCHU President and Secretaw-Treasurer

Upon application in writing by the Union on behalf of the employee to The Health Centre, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Health Centre Unions or the Secretary-Treasurer of the Ontario Council of Health Centre Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) 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(s) 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 Health Centre on the basis of what his normal regular hours of work would have been, provided that the Union reimburses The Health Centre in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify The Health Centre 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 Health Centre may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement Leave

Any employee who notifies The Health Centre as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent,

sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Health Centre, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, The Health Centre may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jury & Witness Duty

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

- (a) notifies The Health Centre 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 Health Centre 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 Health Centre 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 - Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish The Health Centre 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 Health Centre at least two (2) weeks in advance thereof.

- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of The Health Centre'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 Employment Insurance pregnancy benefits pursuant to Section 23 of the Employment 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 Health Centre of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment 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 Health Centre 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 Employment 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 on the basis of what the employee's normal regular hours of work would have been.
- (f) The Health Centre will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Health Centre will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment 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 - Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the

Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise The Health Centre 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 Health Centre at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of The Health Centre'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 Employment Insurance parental benefits pursuant to Section 23 of the Employment 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 employment insurance benefits and any other earnings. Receipt by The Health Centre of the employee's employment 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 Health Centre 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 Employment 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 Health Centre 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 Health Centre 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 Health Centre, 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 Health Centre to take courses to upgrade or acquire new employment qualifications, The Health Centre shall pay the full costs associated with the courses.

Subject to operational requirements, The Health Centre 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 Health Centre.

12.09 - Pre-Paid Leave Plan

Effective March 31, 1993, The Health Centre 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 Health Centre 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 Health Centre.
- (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 Health Centre.
- (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 Health Centre 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 St. Joseph's Health Centre Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i)** An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to The Health Centre. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j)** If the employee terminates employment, the deferred salary held by The Health Centre 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 Health Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If The Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with The Health Centre in order to authorize The Health Centre to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to The Health Centre to enter the prepaid leave program will be appended to and form part of the written agreement

ARTICLE 13 - INJURY & DISABILITY

13.01 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.

13.02 Payroll Deduction for Union Sponsored LTD Plan

Non Applicable.

ARTICLE 14 - HOURS OF WORK**14.01 (a) Daily & Weekly Hours of Work**

The standard work day for all employees shall be seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break and the standard work week shall be thirty-seven and one-half (37 1/2) hours. The meal period shall be an uninterrupted period, except in cases of emergency.

(b) No Guarantee

The Health Centre does not guarantee to provide employment or work for normal hours or for any other hours.

14.02 - Rest Periods

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) hours of work.

14.03 - Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, The Health Centre 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

Any hours worked by an employee in addition to a standard work day, as defined in 14.01 above, or the total number of normal hours during a given two week period shall be paid for at the rate of time and one-half of the employee's regular straight time rate of pay

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 Health Centre, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Health Centre 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 Health Centre. 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 should 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 Health Centre 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 ($\frac{1}{2}$) 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 2330 hours Friday and 2330 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix - G.01 the employee shall be paid at the rate of time and one-half (1-1/2) her straight time hourly rate of pay for all hours worked on such holiday.

16.02 - 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) - Part-Time Entitlement, Qualifiers and Calculation of Payment

All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees.

Vacation pay will be accrued as a percentage of gross salary for work performed on the following basis:

2 week entitlement	4% (start up to 1 year) (pro-rated)
2 week entitlement	4% (1 year up to 2 years)
3 week entitlement	6% (2 years up to 5 years)
4 week entitlement	8% (5 years up to 15 years)
5 week entitlement	10% (15 years up to 25 years)
6 week entitlement	12% (25 years plus)

(b) Progression on Vacation Schedule (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 Health Centre 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 - Bereavement During Vacation

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

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

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES**18.01 - Benefits for Part-Time Employees**

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 Health Centre, 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.

18.02 - Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any

classification(s), The Health Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under The St. Joseph's Health Centre Pension Plan within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

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

ARTICLE 19 - COMPENSATION

19.01(a) - Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by The Health Centre, The Health Centre 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 Health Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from The Health Centre 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 Health Centre. 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 Health Centre makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, The Health Centre 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 Health Centre.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of her position, The Health Centre 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.

19.01(b) - Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that The Health Centre notifies the local Union of the rate of pay pursuant to article 19.01(a) above.

19.02 - Assignment of Duties From Another Classification

Where The Health Centre 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 Health Centre 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.

19.03 - Promotion to a Higher Classification

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

19.04 - Wages and Retroactivity

Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this Agreement. These rates shall be applicable to all part-time employees on the active payroll of the health Centre on the date of signing of the Collective Agreement and paid retroactively in accordance with the Implementation Agreement signed August 27, 1999.

19.05 - Progression on the Wage Grid

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 date of ratification of the Collective Agreement will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 2001 and will thereafter accumulate service in accordance with this Article.

ARTICLE 20 - Health Centre 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 Health Centre in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where The Health Centre experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, The Health Centre agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, The Health Centre agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other restructuring 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 Health Centre at his or her regular or premium rate as may be applicable.

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, 2001**. 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 Toronto, Ontario, this 20 day of April 2001.

FOR THE LOCAL UNION

Bob Salsbery
Don Castella
Monaco

FOR THE HEALTH CENTRE

W. East
Andrew
Y. Sesto
Bye

LETTER OF INTENT

between

ST. JOSEPH'S HEALTH CENTRE
(hereinafter referred to as "the Health Centre")

and

CUPE Local 1144
(hereinafter referred to as "the Union")

P.S.

D.S.

SEA

P.S.

RE: Participation in the Central Bargaining Process

The following sets out the agreement between the Health Centre and the Union to participate in the central negotiating process and to adopt central collective agreement language on the following basis:

1. Upon completion of the current central process to negotiate the renewal of the collective agreements which expired September 28, 1995 either through a freely negotiated agreement or an awarded agreement the parties will adopt the central collective agreement language for the Full-time and Part-time service bargaining units. The central collective agreement language will also apply to the Full-time Clerical bargaining unit with the exception of the probationary period for new hires under article 13.01 and the job posting and competition language under articles 13.05 and 13.06 under the current Full-time Clerical collective which remain the same.
2. The parties acknowledge that the inclusion of the Full-time Clerical bargaining unit in the central process remains an issue which will be subject to ongoing negotiation to achieve a mutually agreeable resolution.
3. The parties also agree to participate in the central negotiating process for the Full-time and Part-time Service bargaining units for the next round of bargaining.
4. The Health Centre's current plans with respect to staffing will be subject to existing collective agreement language even though the effective date of any such changes may occur after the adoption of central collective agreement language. Specifically, the Health Centre's plans to introduce Prime Vendor in the Nutrition Services department and the future implementation of the Stockless Inventory System.
5. The parties agree, subject to item 7, following, that if the Union decides to grieve and arbitrate issues arising out of implementation of the Prime Vendor and Stockless Inventory initiatives the provisions of the current Full-time Service, Part-time Service and Full-time Clerical collective agreements expiring September 28, 1995 will apply.
6. The parties agree that the Health Centre's Pension Plan will not be subject to any change or substitution through the local or central negotiating process. The parties will obtain letters from their respective central bodies confirming this agreement.
7. ~~With respect to the impact of the Prime Vendor initiatives in Nutrition Services:
Ms. Olive Tomlinson, full-time Ingredient Control Technician will have the following options:
a. Transfer to a vacant full-time Dietary Aide position on the tray-line. Ms. Tomlinson's pay rate will be maintained at pay level four (4) while she remains in this position.~~



7. With respect to the impact of the Prime Vendor initiatives in Nutrition Services:

Ms. Olive Tomlinson, full-time Ingredient Control Technician will have the following options:

- a. ~~Transfer to~~ a vacant full-time Dietary Aide position on the tray-line with her pay rate at level 4 maintained while she remains in this position.
- b. Transfer to a vacant full-time Dietary Aide position in the cafeteria area with her pay rate at level 4 maintained while she remains in this position.
- c.
- c. Elect the layoff and recall options covered under article 13.10 Notice and Redeployment Committee of the collective agreement.

Ms. Eulalie Bowen, full-time Dietary Aide will be reassigned to one of the two vacant positions described in items 7.a) and 7.b) above. If Ms. Tomlinson elects item 7. c) above then Ms. Bowen will may chose between the two vacant positions.

- 8. The Union agrees that the election of options by Ms. Tomlinson and Ms. Bowen in item 7. above will not result in a grievance or an arbitration.
- 9. This agreement is made without prejudice or precedent to any position either party may take of a like or similar nature in the future.

Agreed to at Toronto, Ontario this th 4 day of June, 1999.

FOR THE HEALTH CENTRE

FOR THE UNION

<p>_____ Eugene B. Sneyd</p> <p>_____ W. Gasto</p> <p>_____ Larry Jackson</p> <p>_____ M. Gowan</p>	<p>_____ Paul Salasnik</p> <p>_____ Louis Duane</p> <p>_____ Donald P. Feltz</p> <p>_____ Dimitri Gimmans</p> <p>_____ David Stup</p> <p>_____ Konrad Kofas</p>
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APPENDIX OF LOCAL ISSUESARTICLE A---RECOGNITION

A.01 The Health Centre recognizes the Union as the sole and exclusive collective bargaining agent of all lay employees of the Health Centre save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, chief engineer, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons covered by subsisting Collective Agreements.

ARTICLE B---RESERVATION OF MANAGEMENT RIGHTS

B.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Health Centre to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- (a)** to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations, to be observed by employees;
- (b)** to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shift, and to increase and decrease working forces, providing that a claim of discriminatory retirement, classification, promotion, demotion, discipline, or suspension, or a claim by an employee, who has passed his probationary period, that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.
- (c)** to generally manage the Health Centre and, without restricting the generality of the foregoing, to determine the number and location of Health Centre establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Health Centre; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety, health and well-being of the Health Centre's patients and the public.

- B.02** The Health Centre agrees that the rights described in this article shall be exercised in a manner consistent with all provisions of this agreement.

ARTICLE C---UNION SECURITY

C.01 Dues Deduction

It is agreed and understood that all present and future employees, after completing one (1) month of continuous employment shall be required to permit the Health Centre to deduct initiation fees and thereafter one each month from the pay of each employee an amount equivalent to the regular monthly dues of the Union, and to remit such deductions to the Secretary/Treasurer of the Union, no later than the first day of the following month. The Union shall notify the Health Centre in writing of the amount of the levy and when it changes and do so one (1) month prior to any change becoming effective.

The Union shall indemnify and save the Health Centre harmless with respect to any liability which might occur as a result of such deductions or remittances.

ARTICLE D---UNION REPRESENTATION AND COMMITTEES

D.01 Local Bargaining Committee

The Health Centre acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six (6) employees in connection with the negotiations of amendments or renewal of this Collective Agreement and such related matters which properly arise from time to time.

However, if the parties agree to one negotiating committee for full-time, part-time and clerical units, the committee may consist of not more than eight (8) employees.

D.02 National Representative

The Union shall have the right to have the assistance of their full-time field representative when dealing with or negotiating with the Health Centre. With prior approval of the Director of Human Resources, such representative shall have access to the Health Centre premises in order to investigate or assist in the settlement of a written grievance under the contract. Such approval shall not be reasonably denied.

D.03 Union Stewards

The Health Centre acknowledges the right of the Union to appoint or otherwise select eighteen (18) stewards to assist employees in the presentation of any grievance that may arise.

(i)	Nursing		7
(b)	Housekeeping	Days	2
	Housekeeping	Evenings	1
(c)	Materials Management		2
(d)	Nutrition Services		2
(e)	Withdrawal Management Services		1
(f)	Maintenance		1
(g)	Chief Steward		1
(h)	Weekend		1
	Total Stewards		18

D.04 Grievance Committee

The Health Centre acknowledges the right of the Union to appoint or otherwise select a grievance committee consisting of four (4) members. It is understood that the members of the grievance committee may rotate from time to time but the employer shall not be required to recognize more than four (4) members at any grievance meeting.

ARTICLE E---HOURS OF WORK**E.01 SCHEDULING**

The Health Centre shall endeavour to equitably distribute tours of duty within classifications over a posted time schedule. One weekend off in four (4) will be scheduled unless the employee waives this right.

In no instance will an employee be normally required to work more than seven (7) consecutive days without receiving his time off. An employee who is required to work more than seven (7) consecutive days shall be paid overtime rates until the next day off begins for the time worked that exceeds seven (7) consecutive days. However, a request for a schedule change by an employee or the exchange of shifts by employees with the consent of the Health Centre shall not result in overtime payment.

The schedule shall be posted at least two (2) weeks in advance of it going into effect showing shifts to be worked and days off and will not be changed after posting except for good reason.

E.02 SPLIT SHIFTS

There shall be no split shifts

ARTICLE F---PREMIUM PAYMENT**F.01 Equitable Distribution**

No employee shall be required to lay off during his normal schedule of working hours for the sole purpose of depriving him of overtime pay. Overtime and call-back time shall be divided equitably among those employees normally engaged in these operations and who are qualified to perform the work that is available.

ARTICLE G---PAID HOLIDAYS**G.01 Paid Holidays**

The following holidays will be recognized by the Health Centre:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day

Christmas Day, Boxing Day, New Year's Day and Canada Day may fall on a Saturday or a Sunday. When this occurs the actual day of the holiday will be the only day for which premium payment is made for hours worked.

However, the following Monday and/or Tuesday shall be observed as a lieu day for departments which regularly schedule employees to work Monday to Friday only.

ARTICLE H---VACATION ADMINISTRATIVE PROVISIONS**H.01 Vacation Year**

For the purpose of calculating vacation pay, the vacation year shall be from June 1st of any year to May 31st of the following year or the closest pay periods thereof. The higher percentage entitlement will commence at the time the service requirement is attained.

H.02 Seniority Rights

When employees in a particular working group, as defined by the Health Centre, desire the same or overlapping vacation periods which, because of staffing requirements by the Health Centre, are not permitted, then the seniority of the employees directly affected shall govern in the assignment of vacation. A claim of precedence due to seniority shall be exercised only once in each calendar year.

H.03 Vacation Pay on Termination

In the event of termination of employment of any employee for any reason, including layoff, any pay in lieu of vacation that is owing to such employee shall be determined on a pro rata basis, namely 4%, 6%, 8% or 10% of his earnings as applicable.

H.04 Weekends Off

Employees shall be given the weekend off before and following their scheduled vacation period once each calendar year.

ARTICLE I--SICK LEAVE**1.01 Notification**

It is the employee's responsibility to notify his department supervisor or, to comply with any alternate arrangement required by his department, of his expected absence and term of absence in time to arrange for a replacement or rearrangement of the employee's work schedule

1.02 Extended Leave of Absence

Employees will receive written notice after an absence of 24 months and the Union will be copied.

ARTICLE J---SENIORITY**J.01 Seniority List**

The Health Centre will maintain a seniority list showing the date each employee's seniority commenced. An updated seniority list shall be sent to the Union and posted on the bulletin board of the Health Centre in April and October of each year. The list shall remain posted for a period of thirty (30) days, and thereafter shall be maintained and displayed in the Human Resources Department for an additional sixty (60) days. If no

challenge to this list is filed within this period, the list shall be accepted as correct for all purposes and shall not be challenged thereafter. The employer undertakes to include each employee's seniority date on their bi-weekly pay stubs.

ARTICLE K---OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

K.01 Lead Hand

A Lead Hand as long as he is so appointed by the Health Centre shall receive a premium of fifteen (15) cents per hour.

ARTICLE L---CHANGES

Each employee shall be solely responsible to keep the Health Centre informed in writing of any change to their personal status, dependent status, name, address and telephone number.

ARTICLE M---CORRESPONDENCE

M.01 All correspondence between the parties arising out of the Agreement or incidental hereto shall pass to and from the Director, Human Resources, and the President and Secretary of the Union.

M.02 Supervisory Appointment

The Union will be advised in writing of any supervisory appointments directly concerned with members of the bargaining unit.

ARTICLE N---GENERAL

N.01 Collective Agreement

A copy of this Collective Agreement shall be issued by the Health Centre to each employee. The cost of preparing such copies shall be shared equally by the Health Centre and the Union.

N.02 Bulletin Boards

The Health Centre will provide bulletin boards, the location to be agreed by the parties, upon which the Union may post notices of Union business which have been approved by the Health Centre for posting. Where such bulletin boards are locked, the Union will be supplied with a key.

N.03 Uniforms

Each employee who is required to wear a uniform of the Health Centre's choice shall be supplied with such uniform by the Health Centre. On termination of employment such uniforms must be surrendered to the Health Centre.

N.04 Transportation Allowance

When an employee is required to travel to the Health Centre or return to his/her home as a result of reporting to or off work between the hours of 2400 hours and 0600 hours, the Health Centre will pay the transportation cost either by taxi or by own vehicle at the rate of 30 cents per kilometre to a maximum of \$16.00. The employee will provide to the Health Centre satisfactory proof of expense. However, this allowance will not apply to shifts which normally commence before 0600.

N.05 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a meal ticket up to the value of \$7.00 or \$7.00 if the Health Centre is unable to provide the meal or has been unable to schedule a meal break during the overtime period. The meal ticket must be used or exchanged within thirty (30) days from the date of issuance.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a meal, if available, and may claim the seven dollars (\$7.00) payment.

Call back shall not be considered as hours worked for the purposes of this Article

N.06 Pay

Pay by direct bank deposit, together with a statement of earnings, will be bi-weekly

ARTICLE 0---HEALTH AND SAFETY**O.01** ACCIDENT PREVENTION---HEALTHAND SAFETY COMMITTEE

The Health Centre and the Union agree that they mutually desire to maintain standards of safety and health in the Health Centre in order to prevent accidents, injury and illness

- (a) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as members of its Accident Prevention- Health and Safety Committee ~~two~~ **(2)** representatives selected or appointed by the Union from amongst full-time bargaining unit employees.
- (b) 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.
- (c) The Health Centre agrees to cooperate reasonably in providing necessary information to enable the committee to fulfil its functions.
- (d) 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.
- (e) Any representative appointed or selected in accordance with **22.01** (a) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one 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 any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (g) 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**
- (h) Where the Health Centre identifies high risk areas where employees are exposed to Hepatitis B, the Health Centre will provide at no cost to the employees, a Hepatitis B vaccine.
- (i) One Health and Safety Representative to represent all CUPE Bargaining Units will be a certified worker defined under the Occupational Health & Safety Act.

APPENDIX "A"

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
FOR THE COLLECTIVE AGREEMENT TERM
SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001**

SERVICE PAY LEVEL 12				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,881.418 \$17.732	\$2,932.812 \$18.048	\$2,985.545 \$18.373	\$3,043.134 \$18.727
SEPT.29/93 (1%)	\$2,910.213 \$17.909	\$2,962.050 \$18.228	\$3,015.513 \$18.557	\$3,073.525 \$18.914
SEPT.29/94 (1%)	\$2,939.300 \$18.088	\$2,991.625 \$18.410	\$3,045.738 \$18.743	\$3,104.238 \$19.103
NOTE: Effective April 1, 1996, employees who were disqualified for the 1993 & 1994 1% increases under the Social Contract Act become entitled to this 2.01% (compounded) rate increase at April 1, 1996.				
APRIL 1/97 (1%)	\$2,968.713 \$18.269	\$3,021.525 \$18.594	\$3,076.125 \$18.930	\$3,135.275 \$19.294
SEPT.29/97 (0.5%)	\$2,983.500 \$18.360	\$3,036.638 \$18.687	\$3,091.563 \$19.025	\$3,150.875 \$19.390
APRIL 1/98 (1%)	\$3,013.400 \$18.544	\$3,067.025 \$18.874	\$3,122.438 \$19.215	\$3,182.400 \$19.584
SEPT.29/98 (1%)	\$3,043.463 \$18.729	\$3,097.738 \$19.063	\$3,153.638 \$19.407	\$3,214.250 \$19.780
APRIL 1/99 (1%)	\$3,073.850 \$18.916	\$3,128.775 \$19.254	\$3,185.163 \$19.601	\$3,246.425 \$19.978
SEPT.29/99 (1)	\$3,104.563	\$3,160.138	\$3,217.013	\$3,278.925
SEPT.29/00 (2%)	\$3,166.638 \$19.487	\$3,223.350 \$19.836	\$3,281.363 \$20.193	\$3,344.575 \$20.582
COMPARATOR - MECHANIC				

*ELECTRICIAN
MECHANIC
PLUMBER
R.P.N.*

APPENDIX "A"
 C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 11				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92	\$2,791.520	\$2,842.579	\$2,893.471	\$2,945.200
(2%)	\$17.179	\$17.493	\$17.806	\$18.124
SEPT.29/93	\$2,819.538	\$2,871.050	\$2,922.400	\$2,974.563
(1%)	\$17.351	\$17.668	\$17.984	\$18.305
SEPT.29/94	\$2,847.813	\$2,899.813	\$2,951.650	\$3,004.300
(1Yo)	\$17.525	\$17.845	\$18.164	\$18.488
APRIL 1/97	\$2,876.291	\$2,928.811	\$2,981.167	\$3,034.343
(1%)	\$17.700	\$18.023	\$18.346	\$18.673
SEPT.29/97	\$2,890.713	\$2,943.525	\$2,996.013	\$3,049.475
(0.5%)	\$17.789	\$18.114	\$18.437	\$18.766
APRIL 1/98	\$2,919.638	\$2,972.938	\$3,025.913	\$3,080.025
(1%)	\$17.967	\$18.295	\$18.621	\$18.954
SEPT.29/98	\$2,948.888	\$3,002.675	\$3,056.138	\$3,110.900
(1%)	\$18.147	\$18.478	\$18.807	\$19.144
APRIL 1/99	\$2,978.300	\$3,032.738	\$3,086.688	\$3,141.938
(1Yo)	\$18.328	\$18.663	\$18.995	\$19.335
SEPT.29/99	\$3,008.038	\$3,063.125	\$3,117.563	\$3,173.300
(1%)	\$18.511	\$18.850	\$19.185	\$19.528
SEPT.29/00	\$3,068.163	\$3,124.388	\$3,179.963	\$3,236.838
(2%)	\$18.881	\$19.227	\$19.569	\$19.919

HEAD PAINTER

APPENDIX "A"

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
FOR THE COLLECTIVE AGREEMENT TERM
SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001**

SERVICE PAY LEVEL 10				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,785.828 \$17.144	\$2,832.535 \$17.431	\$2,881.418 \$17.732	\$2,932.812 \$18.048
SEPT.29/93 (1%)	\$2,813.688 \$17.315	\$2,860.813 \$17.605	\$2,910.213 \$17.909	\$2,962.050 \$18.228
SEPT.29/94 (1%)	\$2,841.800 \$17.488	\$2,889.413 \$17.781	\$2,939.300 \$18.088	\$2,991.625 \$18.410
APRIL 1/97 (1%)	\$2,870.218 \$17.663	\$2,918.307 \$17.959	\$2,968.693 \$18.269	\$3,021.541 \$18.594
SEPT.29/97 (0.5%)	\$2,884.538 \$17.751	\$2,932.963 \$18.049	\$2,983.500 \$18.360	\$3,036.638 \$18.687
APRIL 1/98 (1%)	\$2,913.463 \$17.929	\$2,962.213 \$18.229	\$3,013.400 \$18.544	\$3,067.025 \$18.874
SEPT.29/98 (1%)	\$2,942.550 \$18.108	\$2,991.788 \$18.411	\$3,043.463 \$18.729	\$3,097.738 \$19.063
APRIL 1/99 (1%)	\$2,971.963 \$18.289	\$3,021.688 \$18.595	\$3,073.850 \$18.916	\$3,128.775 \$19.254
SEPT.29/99 (1%)	\$3,001.700 \$18.472	\$3,051.913 \$18.781	\$3,104.563 \$19.105	\$3,160.138 \$19.447
SEPT.29/00 (2%)	\$3,061.663 \$18.841	\$3,113.013 \$19.157	\$3,166.638 \$19.487	\$3,223.350 \$19.836

CARPENTER

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 9				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,740.461 \$16.864	\$2,791.687 \$17.180	\$2,842.914 \$17.495	\$2,893.471 \$17.806
SEPT.29/93 (1%)	\$2,767.863 \$17.033	\$2,819.700 \$17.352	\$2,871.375 \$17.670	\$2,922.400 \$17.984
SEPT.29/94 (1%)	\$2,795.488 \$17.203	\$2,847.975 \$17.526	\$2,900.138 \$17.847	\$2,951.650 \$18.164
NOTE: Effective from the 1993 & 1994 entitled to full				
APRIL 1/97 (1%)	\$17.375	\$17.701	\$18.025	\$18.346
SEPT.29/97 (0.5%)	\$2,837.575 \$17.462	\$2,890.875 \$17.790	\$2,943.850 \$18.116	\$2,996.013 \$18.437
APRIL 1/98 (1%)	\$2,866.013 \$17.637	\$2,919.800 \$17.968	\$2,973.263 \$18.297	\$3,025.913 \$18.621
SEPT.29/98 (1%)	\$2,894.613 \$17.813	\$2,949.050 \$18.148	\$3,003.000 \$18.480	\$3,056.138 \$18.807
APRIL 1/99 (1%)	\$2,923.538 \$17.991	\$2,978.463 \$18.329	\$3,033.063 \$18.665	\$3,086.688 \$18.995
SEPT.29/99 (1%)	\$2,952.788 \$18.171	\$3,008.200 \$18.512	\$3,063.450 \$18.852	\$3,117.563 \$19.185
SEPT.29/00 (2%)	\$3,011.775 \$18.534	\$3,068.325 \$18.882	\$3,125.500 \$19.170	\$3,182.500 \$19.510

PAINTER

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 8				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92	\$2,637.840	\$2,688.899	\$2,740.293	\$2,791.353
(2%)	\$16.233	\$16.547	\$16.863	\$17.178
SEPT.29/93	\$2,664.188	\$2,715.700	\$2,767.700	\$2,819.375
(1%)	\$16.395	\$16.712	\$17.032	\$17.350
SEPT.29/94	\$2,690.838	\$2,742.838	\$2,795.325	\$2,847.650
(1%)	\$16.559	\$16.879	\$17.202	\$17.524
NOTE: Effective April 1, 1996, employees who were disqualified for the 1993 & 1994 1% increases under the Social Contract Act become entitled to this 2.01% (compounded) rate increase at April 1, 1996.				
APRIL 1/97	\$2,717.746	\$2,770.266	\$2,823.278	\$2,876.127
(1%)	\$16.725	\$17.048	\$17.374	\$17.699
SEPT.29/97	\$2,731.300	\$2,784.113	\$2,837.413	\$2,890.550
(0.5%)	\$16.808	\$17.133	\$17.461	\$17.788
APRIL 1/98	\$2,758.600	\$2,811.900	\$2,865.850	\$2,919.475
(1%)	\$16.976	\$17.304	\$17.636	\$17.966
SEPT.29/98	\$2,786.225	\$2,840.013	\$2,894.450	\$2,948.725
(1%)	\$17.146	\$17.477	\$17.812	\$18.146
APRIL 1/99	\$2,814.013	\$2,868.450	\$2,923.375	\$2,978.138
(1%)	\$17.317	\$17.652	\$17.990	\$18.327
SEPT.29/99	\$2,842.125	\$2,897.213	\$2,952.625	\$3,007.875
(1%)	\$17.490	\$17.829	\$18.170	\$18.510
SEPT.29/00	\$2,899.000	\$2,955.225	\$3,011.613	\$3,068.000
(2Yo)	\$17.840	\$18.186	\$18.533	\$18.880

MAINTENANCE HELPER

APPENDIX "A"
 C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 7				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,454.027 \$15.102	\$2,493.200 \$15.343	\$2,533.713 \$15.592	\$2,576.401 \$15.855
SEPT.29/93 (1%)	\$2,478.613 \$15.253	\$2,518.100 \$15.496	\$2,559.050 \$15.748	\$2,602.275 \$16.014
SEPT.29/94 (1%)	\$2,503.475 \$15.406	\$2,543.288 \$15.651	\$2,584.563 \$15.905	\$2,628.275 \$16.174
the 1993 & entitled to				
APRIL 1/97 (1%)	\$2,528.510 \$15.560	\$2,568.720 \$15.808	\$2,610.408 \$16.064	\$2,654.558 \$16.336
SEPT.29/97 (0.5%)	\$2,541.175 \$15.638	\$2,581.638 \$15.887	\$2,623.400 \$16.144	\$2,667.763 \$16.417
APRIL 1/98 (1%)	\$2,566.525 \$15.794	\$2,607.475 \$16.046	\$2,649.563 \$16.305	\$2,694.413 \$16.581
SEPT.29/98 (1%)	\$2,592.200 \$15.952	\$2,633.475 \$16.206	\$2,676.050 \$16.468	\$2,721.388 \$16.747
APRIL 1/99 (1%)	\$2,618.200 \$16.112	\$2,659.800 \$16.368	\$2,702.863 \$16.633	\$2,748.525 \$16.914
SEPT.29/99 (1%)	\$2,644.363 \$16.273	\$2,686.450 \$16.532	\$2,729.838 \$16.799	\$2,775.988 \$17.083
SEPT.29/00 (2%)	\$2,697.175 \$16.598	\$2,740.238 \$16.863	\$2,784.438 \$17.135	\$2,831.563 \$17.425
COMPARATOR - COOK				

*ADDICTION SERVICE WORKER
 BAKER
 C.C.U. ASSISTANT
 COOK
 CYSTO. ASSISTANT*

*EMERGENCY DEPT. ASSISTANT
 FAMILY MEDICINE ASSISTANT
 I.C.U. ASSISTANT
 INGREDIENT CONTROL TECH.
 NURSING ATTENDANT
 SURGICAL DEPT. ASSISTANT*

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
FOR THE COLLECTIVE AGREEMENT TERM

SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 6				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,382.041 \$14.659	\$2,417.029 \$14.874	\$2,454.027 \$15.102	\$2,493.200 \$15.343
SEPT.29/93 (1%)	\$2,405.975 \$14.806	\$2,441.238 \$15.023	\$2,478.613 \$15.253	\$2,518.100 \$15.496
SEPT.29/94 (1%)	\$2,430.025 \$14.954	\$2,465.613 \$15.173	\$2,503.475 \$15.406	\$2,543.288 \$15.651
NOTE: Effective April 1, 1996, employees who were disqualified for the 1993 & 1994 1% increases under the Social Contract Act become entitled to this 2.01% (compounded) rate increase at April 1, 1996.				
APRIL 1/97 (1%)	\$2,454.325 \$15.104	\$2,490.269 \$15.325	\$2,528.510 \$15.560	\$2,568.720 \$15.808
SEPT.29/97 (0.5%)	\$2,466.588 \$15.179	\$2,502.663 \$15.401	\$2,541.175 \$15.638	\$2,581.638 \$15.887
APRIL 1/98 (1%)	\$2,491.288 \$15.331	\$2,527.688 \$15.555	\$2,566.525 \$15.794	\$2,607.475 \$16.046
SEPT.29/98 (1%)	\$2,516.150 \$15.484	\$2,553.038 \$15.711	\$2,592.200 \$15.952	\$2,633.475 \$16.206
APRIL 1/99 (1%)	\$2,541.338 \$15.639	\$2,578.550 \$15.868	\$2,618.200 \$16.112	\$2,659.800 \$16.368
SEPT.29/99 (1%)	\$2,566.688 \$15.795	\$2,604.388 \$16.027	\$2,644.363 \$16.273	\$2,686.450 \$16.532
SEPT.29/00 (2%)	\$2,618.038 \$16.111	\$2,656.550 \$16.348	\$2,697.175 \$16.598	\$2,740.238 \$16.863
COMPARATOR - MULTILITH OPERATOR/STOREKEEPER				

*C.S. ASSISTANT
PRINTER
SNACK BAR COOK
STOREKEEPER
UNIT CLERK*

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 5				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,284.587 \$14.059	\$2,317.087 \$14.259	\$2,349.732 \$14.460	\$2,384.887 \$14.676
SEPT.29/93 (1%)	\$2,307.500 \$14.200	\$2,340.325 \$14.402	\$2,373.313 \$14.605	\$2,408.738 \$14.823
SEPT.29/94 (1%)	\$2,330.575 \$14.342	\$2,363.725 \$14.546	\$2,397.038 \$14.751	\$2,432.788 \$14.971
NOTE: Effective April 1, 1996, employees who were disqualified for the 1993 & 1994 1% increases under the Social Contract Act become entitled to this 2.01% (compounded) rate increase at April 1, 1996.				
APRIL 1/97 (1%)	\$2,353.881 \$14.485	\$2,387.362 \$14.691	\$2,421.008 \$14.899	\$2,457.115 \$15.121
SEPT.29/97 (0.5%)	\$2,365.650 \$14.558	\$2,399.299 \$14.765	\$2,433.113 \$14.973	\$2,469.401 \$15.196
APRIL 1/98 (1%)	\$2,389.307 \$14.703	\$2,423.292 \$14.913	\$2,457.444 \$15.123	\$2,494.095 \$15.348
APRIL 1/98 Reclassified (+\$.20)	\$2,421.807 \$14.903	\$2,455.792 \$15.113	\$2,489.944 \$15.323	\$2,526.595 \$15.548
SEPT.29/98 (1%)	\$2,446.025 \$15.052	\$2,480.350 \$15.264	\$2,514.843 \$15.476	\$2,551.861 \$15.704
APRIL 1/99 (1%)	\$2,470.488 \$15.203	\$2,505.100 \$15.416	\$2,540.038 \$15.631	\$2,577.413 \$15.861
SEPT.29/99 (1%)	\$2,495.188 \$15.355	\$2,530.125 \$15.570	\$2,565.388 \$15.787	\$2,603.250 \$16.020
SEPT.29/00 (2%)	\$2,545.075 \$15.662	\$2,580.663 \$15.881	\$2,616.738 \$16.103	\$2,655.250 \$16.340

CUSTODIAN

APPENDIX "A"
 C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 4				
DATE	START	1 YEAR	2 YEARS	3 YEARS
SEPT.29/92 (2%)	\$2,284.587 \$14.059	\$2,317.087 \$14.259	\$2,349.732 \$14.460	\$2,384.887 \$14.676
SEPT.29/93 (1%)	\$2,307.500 \$14.200	\$2,340.325 \$14.402	\$2,373.313 \$14.605	\$2,408.738 \$14.823
SEPT.29/94 (1%)	\$2,330.575 \$14.342	\$2,363.725 \$14.546	\$2,397.038 \$14.751	\$2,432.788 \$14.971
APRIL 1/97 (1%)	\$2,353.881 \$14.485	\$2,387.362 \$14.691	\$2,421.008 \$14.899	\$2,457.115 \$15.121
SEPT.29/97 (0.5%)	\$2,365.650 \$14.558	\$2,399.299 \$14.765	\$2,433.113 \$14.973	\$2,469.401 \$15.196
APRIL 1/98 (1%)	\$2,389.307 \$14.703	\$2,423.292 \$14.913	\$2,457.444 \$15.123	\$2,494.095 \$15.348
SEPT.29/98 (1%)	\$2,413.200 \$14.850	\$2,447.525 \$15.062	\$2,482.018 \$15.274	\$2,519.036 \$15.502
APRIL 1/99 (1%)	\$2,437.338 \$14.999	\$2,471.950 \$15.212	\$2,506.888 \$15.427	\$2,544.263 \$15.657
MAY 18/99 reclassified (+\$.20)	\$2,469.838 \$15.199	\$2,504.450 \$15.412	\$2,539.388 \$15.627	\$2,576.763 \$15.857
SEPT.29/99 (1%)	\$2,494.536 \$15.351	\$2,529.495 \$15.566	\$2,564.781 \$15.783	\$2,602.530 \$16.016
SEPT.29/00 (2%)	\$2,544.427 \$15.658	\$2,580.084 \$15.877	\$2,616.077 \$16.099	\$2,654.581 \$16.336

*GRUNDSKEEPER
 WASTEATTENDANT*

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 3			
DATE	START	1 YEAR	2 YEARS
SEPT.29/92	\$2,317.087	\$2,349.732	\$2,384.887
(2%)	\$14.259	\$14.460	\$14.676
SEPT.29/93	\$2,340.325	\$2,373.313	\$2,408.738
(1%)	\$14.402	\$14.605	\$14.823
SEPT.29/94	\$2,363.725	\$2,397.038	\$2,432.788
(1%)	\$14.546	\$14.751	\$14.971
APRIL 1/97	\$2,387.362	\$2,421.008	\$2,457.115
(1%)	\$14.691	\$14.899	\$15.121
SEPT.29/97	\$2,399.313	\$2,433.113	\$2,469.401
(0.5%)	\$14.765	\$14.973	\$15.196
APRIL 1/98	\$2,423.363	\$2,457.488	\$2,494.095
(1%)	\$14.913	\$15.123	\$15.348
SEPT.29/98	\$2,447.575	\$2,482.025	\$2,519.036
(1%)	\$15.062	\$15.274	\$15.502
APRIL 1/99	\$2,472.113	\$2,506.888	\$2,544.100
(1Yo)	\$15.213	\$15.427	\$15.656
SEPT.29/99	\$2,496.813	\$2,531.913	\$2,569.613
			\$15.813
SEPT.29/00	\$2,546.700	\$2,582.613	\$2,620.963
(2%)	\$15.672	\$15.893	\$16.129

GLASSWASHER

APPENDIX "A"
C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
FOR THE COLLECTIVE AGREEMENT TERM
SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 2			
DATE	START	1 YEAR	2 YEARS
SEPT.29/92	\$2,300.849	\$2,333.326	\$2,365.916
(2%)	\$14.159	\$14.359	\$14.559
SEPT.29/93	\$2,323.913	\$2,356.738	\$2,389.563
(1%)	\$14.301	\$14.503	\$14.705
SEPT.29/94	\$2,347.150	\$2,380.300	\$2,413.450
(1%)	\$14.444	\$14.648	\$14.852
APRIL 1/97	\$2,370.622	\$2,404.103	\$2,437.585
(1%)	\$14.588	\$14.794	\$15.001
SEPT.29/97	\$2,382.413	\$2,416.050	\$2,449.850
(0.5%)	\$14.661	\$14.868	\$15.076
APRIL 1/98	\$2,406.300	\$2,440.263	\$2,474.388
(1%)	\$14.808	\$15.017	\$15.227
SEPT.29/98	\$2,430.350	\$2,464.638	\$2,499.088
(1%)	\$14.956	\$15.167	\$15.379
APRIL 1/99	\$2,454.725	\$2,489.338	\$2,524.113
(1%)	\$15.106	\$15.319	\$15.533
SEPT.29/99	\$2,479.263	\$2,514.200	\$2,549.300
(1%)	\$15.257	\$15.472	\$15.688
SEPT.29/00	\$2,528.825	\$2,564.413	\$2,600.325
(2%)	\$15.562	\$15.781	\$16.002
COMPARATOR - PORTER			

PORTER
UNIT SERVICEAIDE

APPENDIX "A"
 C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
 WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
 FOR THE COLLECTIVE AGREEMENT TERM
 SEPTEMBER 29, 1995 - SEPTEMBER 28, 2001

SERVICE PAY LEVEL 1			
DATE	START	1 YEAR	2 YEARS
SEPT.29/92	\$2,290.469	\$2,321.105	\$2,353.917
(2%)	\$14.095	\$14.284	\$14.486
SEPT.29/93	\$2,313.350	\$2,344.388	\$2,377.538
(1Yo)	\$14.236	\$14.427	\$14.631
SEPT.29/94	\$2,336.425	\$2,367.788	\$2,401.263
(1%)	\$14.378	\$14.571	\$14.777
NOTE: Effective April 1, 1996, employees who were disqualified for the 1993 & 1994 1% increases under the Social Contract Act become entitled to this 2.01% (compounded) rate increase at April 1, 1996.			
APRIL 1/97	\$2,359.789	\$2,391.465	\$2,425.275
(1Yo)	\$14.522	\$14.717	\$14.925
SEPT.29/97	\$2,371.525	\$2,403.375	\$2,437.338
(0.5%).	\$14.594	\$14.790	\$14.999
APRIL 1/98	\$2,395.250	\$2,427.425	\$2,461.713
(1Yo)	\$14.740	\$14.938	\$15.149
SEPT.29/98	\$2,419.138	\$2,451.638	\$2,486.250
(1Yo)	\$14.887	\$15.087	\$15.300
APRIL 1/99	\$2,443.350	\$2,476.175	\$2,511.113
(1Yo)	\$15.036	\$15.238	\$15.453
SEPT.29/99	\$2,467.725	\$2,500.875	\$2,536.300
(1%)	\$15.186	\$15.390	\$15.608
SEPT.29/00	\$2,517.125	\$2,550.925	\$2,587.000
(2%)	\$15.490	\$15.698	\$15.920
COMPARATOR - CLEANER/MESSENGER			

CASHIER
CLEANER
DIETARYAIDE
KITCHEN HELPER
LINEN ASSISTANT
SUPPORT SERVICE ASSOCIATE

APPENDIX -B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144

Re: Office Space

The Health Centre is prepared to offer the Union an office for their use with the following terms and conditions:

1. The Union agrees to utilize and maintain this office space consistent with the philosophy of The Health Centre.
2. The Health Centre will have access to this office for cleaning, maintenance and emergency purposes.
3. The union agrees to share this office space with another Union group, if necessary. However, the Union will not be required to share the existing eighth floor office.
4. The Union will pay for all related telephone charged on a monthly basis including installation. All long distance calls will go through the switchboard.
5. The Health Centre will give the Union at least 90 days notice to vacate the premises if they can no longer provide this space or an alternate space.
6. The Union agrees to accept this notice and agrees to vacate the premises with 90 day period.

Agreed to at Toronto, Ontario this 15th day of June, 1999.

For the Health Centre

W. G. ...

D. Menally

P. Douglas

D. ...

eye

A. ...

A. ...

For the Union

Paul ...

A. ...

Linda ...

John ...

Peter ...

Mr. Dupre

R. ...

APPENDIX -B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
All Bargaining Units


Re: Alternative Scheduling Provisions

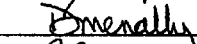
The parties agree that the scheduling provisions under article 14:00 of the Collective Agreements prevail. However, if the Health Centre and the Union agree to make alternative scheduling arrangements, the following terms and conditions apply:

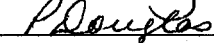
1. The Union, the Health Centre, the employees and the management of the department or unit affected mutually agree to the alternative arrangements.
2. The employees in the department/unit vote by secret ballot with an 80% majority agreeing to the alternative arrangements.
3. Subsequent to the initial vote, a trial period of at least twelve (12) consecutive weeks will take place.
4. Subsequent to the trial period, a second vote will be taken with an 80% majority agreement required for continuation.
5. Alternative scheduling arrangements will be confirmed in a Letter of Understanding.
6. The Health Centre or the Union may discontinue these arrangements at any time subject to sixty (60) days notice to the other party.


Agreed to at Toronto, Ontario this 15th day of June, 1999.


For the Health Centre




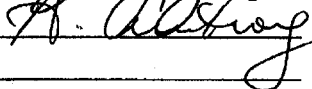







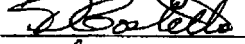


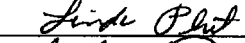





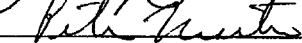
For the Union

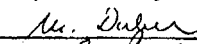


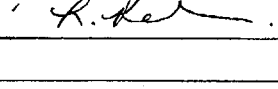












APPENDIX -B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
All Bargaining Units

Re: Violence in the Workplace

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

The Health Centre agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupation Health and Safety Committee for review.

The Committee will also review the proposed CUPE document on Violence in the Workplace and may make recommendations as relevant to the Health Centre.

Agreed to at Toronto, Ontario this 15th day of June, 1999.

For the Health Centre

W. G. ...
B. ...
P. Douglas
...
...
...
A. ...

For the Union

...
...
...
...
...
...
...

APPENDIX -B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144

Re: Volunteers

The use of volunteers who perform bargaining work as covered by this agreement shall not be expanded beyond the extent of existing practices as of the date of ratification of this collective agreement.

Agreed to at Toronto, Ontario this 15th day of June, 1999.

For the Health Centre

W. G. ...
D. ...
P. Douglas
D. ...
...
A. ...
A. ...

For the Union

Paul ...
A. ...
Linda ...
...
...
...
...

APPENDIX -B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
Full-time and Part-time Service Bargaining Units

Re: Protective Clothing

Where the Health Centre identifies the need for protective clothing, they will continue to supply such clothing.

Agreed to at Toronto, Ontario this 15th day of June, 1999.

For the Health Centre

W. G. Wilson
D. Menally
P. Douglas
A. Campbell
eye
M. G. G. G.
A. G. G. G.

For the Union

Paul S. G. G.
J. B. G. G.
Linda Platt
M. G. G. G.
K. G. G. G.
M. G. G. G.
R. G. G. G.

APPENDIX -B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
Full-time and Part-time Service Bargaining Units

Re: Return to Work Following Disability

If as a result of compensable illness or injury covered by the Workers' Health and Safety Board an employee is unable to carry out the regular functions of his position, the Health Centre may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

Agreed to at Toronto, Ontario this 15th day of June, 1999.

For the Health Centre

W. G. ...
B. ...
P. Douglas
D. ...
...
M. ...
A. ...

For the Union

B. ...
A. ...
L. ...
J. ...
V. ...
M. Dupre
L. ...