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No. OF EMPLOYEES	38		
NOMBRE D'EMPLOYÉS	38		

FULL-TIME

COLLECTIVE AGREEMENT

between

THE DOCTORS HOSPITAL, TORONTO
(hereinafter called the "hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1474
(Full-time Service Unit)

Expires: September 28, 1989

AUG 8 1989

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ARTICLE 1 - PREAMBLE

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

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

- 1.02 Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

- 2.01 Temporary Employee

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

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

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

ARTICLE 3 - RELATIONSHIP

- 3.01 No Discrimination

The Parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, **colour**, **age**, **sex**, marital status, nationality, ancestry, or place or origin.

The hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or **practiced** 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 of lack of activity in the Union.

ARTICLE 4 - STRIKES AND LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 T-4 Slips

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

5.02 Notification to Union

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

5.03 Employee Interview

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

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

5.04 No Other Agreements

The Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

With prior approval of the Director, Human Resources, representatives of the Canadian Union of Public Employees shall have access to the Hospital's premises in order to investigate and assist the settlement of a grievance. Such approval shall not be unreasonably denied.

Stewards may absent themselves from their regular duties for the purpose of investigating, presenting, and negotiating, grievances with management, but may only absent themselves from their regular duties with the permission of their immediate supervisor, which shall not be unreasonably denied, and must report back to their immediate supervisor when resuming their regular duties.

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

6.03 Local Bargaining Committee

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

6.03 Local Bargaining Committee (cont'd)

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

6.04 Central Bargaining Committee

Union Central Bargaining Committee Leave

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

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

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

6.05 Pay for Grievance Committee or Stewards

Absence from regular duties in the hospital by Stewards for the purpose of investigating, presenting and negotiating grievances will be paid for at the Steward's regular straight-time hourly rate.

All Committees

Official representatives to committee meetings will be reimbursed for loss of regular straight-time pay, **exclusive** of shift or any other premium, for attendance providing they have permission from their immediate supervisor, which shall not be unreasonably denied. Attendance at conciliation **or** arbitration meetings will not be paid **for**.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

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

Step No. 3

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

and the **grievor** may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without full compensation for the time lost: or
- (c) by any other arrangement which **may** be deemed **just** and equitable.

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

7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be

deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

- 7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 Where 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 (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 authorised 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 will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILES

8.01 Access to Personnel File

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

8.02 Clearing of Record

No written notice of censure shall be maintained in an employee's file for more than twelve months providing no similar offence was committed during this period.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work (or **337.5** hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide bases.

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

9.03 Loss of Seniority

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

(a) resigns:

9.03 LOSS of Seniority (cont'd)

- (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 or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for eighteen months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.

9.04 Effect of Absence

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

9.05 Job Posting

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

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

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

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

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

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

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

The Hospital shall have the right to make a temporary appointment until such position **procedure** has been complied with and arrangements have been made to permit the person elected to fill the vacancy to be assigned to the job concerned.

There shall be only one posting with respect to each vacancy. The Hospital is not required to consider an employee who has been transferred as a result of this provision in the previous six months,

The notice of vacancy shall contain the following: nature of position, required qualifications, ability and skills, the shift, and the salary for the classifications.

It is agreed that the Hospital has the right to fill temporary vacancies as stated elsewhere in the contract. Without nullifying these provisions the Hospital shall consider the following principles:

- (a) Temporary vacancies will not be posted.

9.05 Job Posting (cont'd)

- (b) Preference will be given to the senior employee providing he has the required skill and ability to **fulfill** the normal requirements of the positions.
- (c) The Hospital agrees that a temporary vacancy shall be one that is a duration of ninety days, or less except in the case of pregnancy leave when the entire leave shall be considered as a temporary vacancy. If the decision is to consider the vacancy permanent, normal posting procedures will be followed.

9.06 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to May 10, 1985:

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

Note: Employees outside the bargaining unit as of May 10, 1985 will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to May 10, 1985.

9.07 Transfer of Seniority and Service

Effective May 10, 1985 and for employees who transfer subsequent to May 10, 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 year for each 1725 hours worked.

9.07 Transfer of Seniority and Service (cont'd)

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned without loss of seniority to his/her 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 of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will:

- (a) Provide the Union with no less than 30 calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

9.09 Layoff and Recall

In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off: or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

(Note : For purposes of the operation of clause (b), 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).

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

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

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

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

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

Employees on lay-off 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 lay-off.

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.

9.10 Benefits on Layoff

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

9.10 Benefits on Layoff

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

9.11 Technological Change

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment **status** of employees and to consider practical ways and means of **minimizing** the adverse effect, 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 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 The Hospital shall not contract **out** any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than **casual** part-time employees results from such contracting out. Contracting out to an employer who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid off with **similar terms** and conditions of employment is not a breach of this provision.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 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 shall not be expanded beyond the extent of existing practice as of June 1, 1986.

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 Director, Human Resources, or his designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, 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

(a) Upon notification from the Union in writing and subject to the efficient operation of the Hospital, the Hospital will endeavour to allow leave of absence with pay and benefits to an employee to attend a union function provided:

(1) The employee must be elected or appointed by the Union.

(2) The Union in the original notification will provide the complete information required as to name; classification; reason; dates: time: etc. a minimum of two weeks prior to beginning of the leave.

(3) Pay and benefits will be for scheduled working days only and will be for a maximum of fifteen days.

(4) Only one employee from a department will be granted leave to attend a function at a time.

(b) The Union shall reimburse the Hospital in total for the full cost of such pay and benefits for the entire leave.

(c) Application for such leave shall be made by the Union to the Director, Human Resources.

12.03 Full-time Position with the Union or Full-time Public Office

(a) Leave for OCHU President

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

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

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

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

12.04 Bereavement

- (a) Where death occurs in the immediate family of an employee, he shall be allowed up to three days off without loss of pay for attendance at or to make arrangements for the funeral.
- (b) Immediate family shall mean and include husband, wife, father, mother, brother, sister, son, daughter, father-in-law, ~~mother-in-law~~, legal guardian, grandchildren, grandparents.
- (c) Pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which he would otherwise have worked. In addition payment for such day or days off will be confined to the period from the date of death up to and including the date of the funeral.
- (d) If an employee is unable to attend the funeral for any reason he shall be entitled to one day's leave without loss of regular straight-time rate of pay for bereavement on the day of the funeral.
- (e) As a condition of payment the employee must on request, present proof of bereavement.

12.05 Jury and Witness Duty

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

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

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

12.05 Jury and Witness Duty (cont'd)

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

12.06 Maternity Leave

1. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.
2. The service requirement for eligibility for maternity leave shall be 10 months of continuous service.
3. The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
4. An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
5. The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

12.06 Maternity (cont'd)

6. It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

7. The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in **3. or 5.** above by written notification received by the Hospital at least two (2) weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity 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.

8. When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

12.07 Adoption Leave

(a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.

(b) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become **reponsible** for full payment of **subsidized** employee benefits in which he/she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences .

However, credit for seniority shall not be suspended but shall accumulate during such **leave**.

(c) Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the **same** department, at the same rate of pay.

(d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This **clause** would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority. The Hospital will outline to employees selected to fill such temporary vacancies, the circumstances giving rise to the **vacancy** and the special conditions relating to such employment.

12.08 Education Leave

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

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

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

ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY

13.01 Sick Leave

Sick leave will be granted on the following basis:

Effective date of signing, sick leave entitlement shall be accumulated at the rate of a day and one-half per month to a maximum of one hundred days.

On completion of **45** worked days a permanent employee will **be** granted sick leave privileges for the period between forty-five worked days and the **1st** of the month following three months service. Accrued credits of four and one-half days will be granted minus any sick leave paid for during the period of forty-five worked days and the **1st** of the month following three months of service.

Absence for **sickness** or accident compensable under the Workers' Compensation Act will not be charged against sick leave credits.

Preventive Medical and Dental Care

Employees may be allowed to use accumulated **sick** leave credits in order to engage **in** personal preventive medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventive medical or dental care **concerned.**

13.02 Injury Pay

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

13.03 Payroll Deduction for Union Sponsored LTD Plan

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

ARTICLE 14 - HOURS OF WORK

14.01 Daily and Weekly Hours of Work

The standard work day for all employees shall be seven and one-half hours exclusive of one-half hour unpaid meal break, and the standard work week shall be thirty-seven and one-half hours averaged over a four week period. The meal period shall be an uninterrupted period except in cases of emergency.

14.02 Rest Periods

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

14.03 Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 Definition of Regular Straight-time Rate of Pay

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

15.02 Definition of Overtime

Authorized work performed in excess of seven and one-half hours in a day or one hundred and fifty hours in a four week period or work performed on an employee's scheduled day of rest shall be paid for at the rate of one and one-half times 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 the employee's **straight-time** hourly rate.

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

15.04 Time Off in Lieu of Overtime

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

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

15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (**4**) hours of work, or if no **work** is available will be paid at least four (**4**) hours except when work is not **available** due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for **work**.

15.06 Call Back

An employee who is called back to work after having left the Hospital premises shall **be** paid one and one-half times his regular straight-time hourly rate for all hours worked on a callback with a minimum payment equivalent to three hours pay at one and one-half times his **regular** straight-time hourly rate.

If an employee is notified during his regular shift to come in early prior to and concurrent with his next regular shift, it shall be treated as overtime for the additional hours worked and not as a "callback".

15.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for the 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 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 the Hospital temporarily assigns an employee to carry **out** the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of **\$3.00** for each shift from the time of the assignment .

15.09 Shift Premium

Employees shall be paid a shift premium of forty-five cents (**\$0.45**) per hour for all hours worked where the majority of their scheduled hours fall between **1500** and **0700** hours.

15.10 Transfer to Lower Paying Classification

When an employee is transferred temporarily to a job carrying a lower rate of pay, he shall continue to receive the rate **of** pay for his own job.

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

Effective April **1, 1989**, there shall be twelve (**12**) holidays and these holidays are set out in the local Appendix.

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

16.02 Definition of Holiday Pay & Qualifier's

Holiday **pay**, for an employee working the standard hours per day, as set **out** in provision **14.01**, is defined as the amount of straight-time hourly pay **exclusive** of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

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

16.02 Definition of Holiday Pay and Qualifiers (cont'd)

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

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

16.03 Payment for Working on a Holiday

An employee who is required to work on a designated holiday shall be paid at one and one-half times his basic straight-time rate of pay for the holiday provided in Article **1.01** provided that he fulfils the requirements of Article **1.02**, or at the option of the employee shall **be** paid at one and one-half time his regular straight-time rate and shall be permitted to take an additional day off in lieu of the holiday.

16.04 Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 Full time Entitlement, Qualifiers and Calculation of Payment

Effective February **9, 1989**, vacation entitlement shall be **as follows:**

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

An employee who has completed **two (2) years** but less than six **(6)** years of continuous service shall be entitled to three **(3)** weeks annual vacation, with pay.

17.01 Entitlement, Qualifiers and Calculation of Payment (cont'd)

An employee who has completed six (6) years but less than sixteen (16) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed sixteen (16) years or more of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

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

17.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 Illness During Vacation

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

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

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

ARTICLE 18 - HEALTH AND WELFARE

18.01 Insured-Benefits

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.

18.01 Insured Benefits (cont'd)

- (b) The Hospital agrees to pay **100%** of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute **75%** of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the **existing** Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for **\$10.00** (single) and **\$20.00** (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum **\$60.00** every **24** months) as well as a hearing aid allowance (Lifetime maximum **\$300.00** per individual).
- (d) The Hospital agrees to contribute **100%** of the billed premium towards coverage of eligible employees in the active employ of the Hospital under **H.O.O.G.L.I.P.** or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (e) The Hospital agrees to contribute **50%** of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue **Cross #9** Dental Plan or comparable coverage with another carrier (based on the current **ODA** fee schedule as it may **be** updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

18.02 Change of Carrier

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

18.03 Pension

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to **fulfill** its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one 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 time so spent attending such meetings shall be deemed to be **worktime** for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article **12.06**.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis **B**, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Footwear

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

19.02 Protective Footwear (cont'd)

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

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

ARTICLE 20 - COMPENSATION

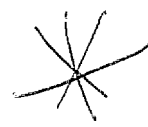
20.01 Job Classification

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

When the Hospital makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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



20.01 Job Classification (cont'd)

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

20.02 Promotion to a Higher Classification

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

20.03 Wage and Classification Premiums

See Appendix II

ARTICLE 21 - DURATION

21.01 Term

This Agreement shall be in effect until September 28, 1989. The Agreement shall **continue from year to year thereafter unless** either party gives notice in writing of its intention to terminate the Agreement, or to enter into negotiations for the purpose of amending the Agreement not earlier than three calendar months prior to the normal termination date of the Collective Agreement.

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.

21.01 Term (cont'd)

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 *25th* day of *July*, 1989.

FOR THE HOSPITAL

Dave Clarke

FOR THE LOCAL UNION

Malcolm

APPENDIX I - APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

- A.01 The Hospital **recognizes** The Canadian Union of Public Employees Local 1474 as the sole and exclusive bargaining agent for all employees at the Doctors Hospital in Toronto save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisors and foremen, office and clerical staff, employees whose wages are funded by government grants, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, stationary engineers, persons primarily engaged as their helpers in the Boiler Room and Maintenance staff.

ARTICLE B - MANAGEMENT RIGHTS

- B.01 The Union acknowledges that the management of the Hospital and the direction of the working forces are fixed exclusively in the hospital and shall remain solely with the hospital and without limiting the generality of the foregoing that it is the exclusive function of the hospital to:
- (a) To maintain order, discipline and efficiency, to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement, and to establish and enforce the necessary rules and regulations which will provide the maximum standard of protection for the buildings and equipment of the Hospital. Rules which pertain to the conduct and work of the employees will be forwarded to the Union prior to implementation, the basis of which are described in the Hospital's General Policy & Procedure Manual and the Emergency Procedures Manual.

- (b) To hire, retire, direct, classify, discharge, schedule, transfer, promote, demote, layoff and recall and suspend and otherwise discipline employees provided that if an employee claims he has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure.
- (c) To determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time and the standard of performance for all employees.
- (d) Generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public.
- (e) The Hospital will not exercise its rights in an arbitrary or **discriminatory** manner **or** in a **manner** inconsistent with the provisions of this Agreement.

ARTICLE C - UNION SECURITY

- C.01 The Hospital agrees during the term of this Collective Agreement to deduct from the wages of each employee in the bargaining unit, an amount equal to the monthly union dues as the Union may from time to time determine.
- C.02 The Union shall notify the **Director, Human Resources** of the Hospital, in writing of the amount of such regular monthly dues.
- C.03 The total amount of such dues deducted shall be remitted to the Secretary Treasurer of the Union, not later than the fifteenth day of the month following the month for which the deduction was made. The deduction so remitted will be accompanied with a list of employees from whom deductions were made. The Human Resources Dept. shall provide, on a monthly basis, a list of employees paying dues for the first time, employees who have been terminated and all legal name changes.
- C.04 No such deduction shall be made from the employees until they have completed their probationary period, as set out in the Collective Agreement.
- C.05 The Union will **save the** Hospital harmless from any and all claims which may be made by the employees for amounts deducted from pay as herein provided.

ARTICLE D - CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEE

D.01 Grievance Committee

In order to provide an orderly procedure **for** the handling of grievances between the **parties**, the union may appoint and the Hospital will **recognize** three employees: the President, one Steward, and one member from the bargaining unit as elected or appointed annually and whose function shall be to assist employees in the presentation of their grievances. These employees shall constitute the Grievance Committee. The Union will notify the Hospital, in writing, of the names of the employees who constitute the Grievance Committee.

Grievance Committee (cont'd)

The Hospital **recognizes** the need for training and will sanction the appointment of an additional member to attend Grievance Committee meetings as an observer. The Union will notify the Hospital of the name of this trainee.

D.02 Negotiating Committee

The Hospital will **recognize** a Negotiating Committee of three employees consisting of the President, and two employees from the bargaining unit.

- (a) The appointment of and recognition of three Stewards is conditional upon their being employees with full time duties to per form.
- (b) The Union will notify the Hospital, in writing as changes occur of the names of the stewards and the departments they represent.
- (c) The Hospital will notify the Union, in writing, of the names of the Department Heads and Supervisory Staff,

ARTICLE E - SENIORITY LISTS

E.01 The Hospital will provide the Union with a current seniority list as of the first day of January and July, showing the date of which each employee last commenced employment with the Hospital. Information with respect to the seniority of employees will be made available to the Union President or his designate in the Human Resources Office at any reasonable time.

ARTICLE F - SICK LEAVE ADMINISTRATION

F.01 (a) In order to qualify for Sick Leave Pay, the employee will notify his supervisor, or phone in to the Administrative Supervisor in the Nursing Office in order for the Department Head to arrange for a replacement or to **re-arrange** the work schedule as follows:

- (i) Day Shift - at least one hour prior to start of shift
- (ii) Afternoon Shift - at least four hours prior to start of shift
- (iii) Night Shift - at least four hours prior to start of shift

Note : The above provisions **may** be waived due to extenuating circumstances.

- (b) If the employee will be away from work for more than one day due to illness he must report every day unless his original report states he will be away for a longer duration.
- (c) Any employee who has been absent due to illness shall further be required to report his intention to return to work naming a specific date before he **actually** returns.

Sick Leave Administration (cont'd)

- (d) Employees failing to report as stated shall not be entitled to any **sick** leave pay for that day.
 - (e) As a condition of payment the employee must on request present proof of illness.
 - (f) When an employee is absent from work because of illness for three or more days, he/she shall report to the Occupational Health Services upon returning to work, pursuant to the Public Hospitals Act.
- F.02 Employees on duty requiring medical attention **must** first report to the Coordinator, Occupational Health Services or to the Out-Patients Department during times other than 8:00 a.m. to 4:00 p.m., Mondays to Fridays; and then may, at their option, report to the Hospital physician, or their own personal doctor.
- F.03 (a) Employees will be notified during the month of January of each year of the amount of sick leave days to their credit on the Hospital's record.
- (b) An employee will be advised on application of the amount of sick leave accrued to his credit.

ARTICLE G - HOURS OF WORK - SCHEDULING

- G.01 Subject to the efficient operation of the Hospital, the Hospital will endeavour to ensure that:
- (a) No employee will **be** required to work more than six consecutive days.
 - (b) The Hospital will provide at least one weekend off in three. In the event a third weekend is worked by an employee, he shall be paid at the rate of one and one-half times his regular **straight-time** rate of pay unless the time worked on such third weekend was scheduled at the request of the employee. However, if the third consecutive weekend is worked at overtime rate the sequence of one in three (**1 in 3**) shall start **over** again.
- Note: This application of Article G.01 (a) will not apply to those employed as Elevator Operators.
- G.02 No split shifts will be scheduled by the Hospital
- G.03 Working schedules shall be posted two weeks in advance of the date on which they become effective and no changes in posted working schedules will be made which will result in less than forty-eight (**48**) hours of notice unless such change is made at the request of the employee.

- G.04 No overtime shall be paid under circumstances in which an employee's work schedule has been changed at the request of the employee in order to **accomodate** personal preferences.

The employee requesting this change in work schedule must give the Hospital reasonable notice of his intention to exchange shifts, This written notice must include an understanding signed by the other employee willing to exchange shifts, that no extra cost to the Hospital will **be** allowed. This will **be subject** to the approval of the hospital.

- G.05 (a) Subject to the efficient operation of the Hospital, the Hospital will endeavour to ensure employees will be granted a minimum of **sixteen (16)** hours off between shifts.
- (b) Premium pay for hours off between shifts, of less than sixteen (16) hours will be at the rate of one and one-half times the straight-time hourly rate for all hours less than the required sixteen (16) hours on the following shift unless the change was at the request of the employee as per terms in Article G.04.

- G.06 Standby duty shall **be** equally divided among the qualified employees **available** in the department where such duty is required.

ARTICLE H - DISTRIBUTION OF OVERTIME

- H.01 The Hospital will endeavour to distribute overtime and standby **time** equitably amongst employees who are qualified to perform the **available** work and the employees shall **be** required to accept the overtime which is offered to them.

ARTICLE I - MEAL ALLOWANCE

- I.01 The Hospital **agrees** to provide a meal in the cafeteria to any employee required to work overtime extended for a period of three (3) **hours** or more. When cafeteria facilities are not available the employees will **be** reimbursed with a \$4.00 meal allowance or cash.

ARTICLE J - DESIGNATION OF SPECIFIC HOLIDAYS

- J.01 The parties agree, subject to qualifying conditions set forth in the Collective Agreement that there shall be provision for not more than Twelve (12) holidays annually.

For the purpose of this Agreement the holidays shall **be** designated as follows :

- | | |
|---------------------------|--------------------------|
| (1) New Year's Day | (7) Labour Day |
| (2) Heritage Day | (8) Thanksgiving Day |
| (3) Good Friday | (9) Christmas Day |
| (4) Victoria Day | (10) Boxing Day |
| (5) Dominion Day | (11) Employee's Birthday |
| (6) Civic Holiday | (12) Floating Holiday |

- (a) The eligibility, entitlement, use of and conditions of the Floating Holiday is defined in and shall **be** used according to the Hospital's General Policy and Procedure Manual, as applicable to **one** Floating Holiday.

- J.02** If a designated holiday is observed during an employee's vacation period or on his regular day off, he shall be granted a lieu day off on a date to be selected by agreement between the employee and the Department Head. He shall be paid at the prescribed rate providing that he meets the requirements of Article **16.02**.
- J.03** It is understood that the scheduling objectives may be waived between December **15th** and January **15th**, so that all employees will receive not less than four consecutive days off at either Christmas or New **Year's**.
- J.04** Any additional day off in lieu of a designated holiday as prescribed in Article **16.03** or **J.02** will be scheduled at a time which is mutually **agreeable** to the employee and his/her Department Head. This lieu day shall be taken within **30** calendar days whenever possible.

ARTICLE K - VACATION SCHEDULING

- K.01** Vacation days may be taken at any time during the year. Vacation shall **be** mutually arranged between the employee and his Department Head.
- K.02** An employee may request a Leave of Absence without pay for the purpose of an extended vacation by applying in writing to his Department Head, at least one month prior to the commencement of his/her prescribed vacation year. The hospital staff shall endeavour to grant this request provided it is in a position to maintain adequate services in the employee's department during the period.
- K.03** An employee may request to carry over one week of his annual vacation to the following year by applying in writing to his Department Head, at least one month prior to the end of his/her prescribed vacation year. The hospital shall endeavour to grant this request providing it is in a position to maintain adequate services in the employee's department during this period. An employee may only request this privilege once in three years.
- K.04** (a) Individuals **shall** be notified of their vacation entitlements within one **week** following the commencement date of their prescribed vacation year. Vacation requests **must be** submitted to the employee's Department Head not later than **30** days following receipt of such notification.
- (b) Preference in vacation timing shall be governed by seniority. However, wherever possible, consideration will **be** given to employees with children of school age so that those employees may enjoy a family vacation.
- (c) An approved vacation schedule shall **be** given to the employee within 2 weeks following receipt of the employee's request and shall not be changed unless mutually agreed by the employee and the Department Head.
- K.05** Employees will be required to accept vacation time and will not receive cash in **lieu** of vacation time.

- K.06 In the scheduling of vacations the Hospital will endeavour to provide, a week-end prior to starting vacation and a week-end at the end of vacation. This provision will be provided only once in any vacation year and shall not result in the payment of premium pay and will be deemed to have fulfilled the provisions of Article G.01 (b) for the scheduling periods concerned.
- K.07 Should an employee resign with less than two weeks notice the vacation pay requirements of the Employment Standards Act will apply.

ARTICLE L - JOB DESCRIPTIONS

- L.01 The Hospital agrees to notify the Union of changes to job descriptions of positions for which the Union is the bargaining agent (included in Appendix II of this Agreement) prior to implementation.

ARTICLE M - UNIFORMS

- M.01 The Hospital undertakes to continue the present practice with respect to uniform allowances.

ARTICLE N - GENERAL

N.01 Supervisor

Wherever the work "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

N.02 Bulletin Boards

The Hospital will provide a reasonable number of bulletin boards for the use of the Union. Material to be posted on the bulletin boards will be submitted to the Director, Human Resources for approval prior to posting.

N.03 Equal Pay

The concept of equal pay for equal work will apply regardless of sex as per the provisions of the Employment Standards Act of the Province of Ontario.

N.04 Printing

The Hospital and the Union will share equally the cost of printing of the Collective Agreement in booklet form. The Hospital will endeavour to coordinate printing of such **booklets** within three (3) months after the signing of the collective agreement.

N.05 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources of the Hospital, and the President of the Union, Local 1474.

N.06 Job Postings

All job postings shall be numbered and state, "The Hospital is an equal opportunity Employer".

N.07 Employee Rights

When it becomes necessary to reprimand an employee, the Hospital will endeavour to do so in private.

APPENDIX IL - WAGE SCHEDULE "A"
EFFECTIVE SEPTEMBER 29, 1987

FULL-TIME

JOB LEVEL	CLASSIFICATION	Start		After 1 yr		After 2 yrs.	
		MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
1	Ward Aide Housekeeping Aide	1697.80	10.448	1720.55	10.588	1743.63	10.730
2	CSR Aide Food Attendant OR Packer	1705.28	10.494	1728.35	10.636	1751.26	10.777
3	Sewing Mach Oper.	1730.63	10.650	1753.54	10.791	1776.45	10.932
4	Linen Handler Kitchen Hand Elevator Operator Cook Apprentice Janitor	1793.84	11.039	1816.75	11.180	1839.66	11.321
5	Surgical Porter OPD Porter Radiology Porter General Stores Kitchen Stores	1836.90	11.304	1859.81	11.445	1882.73	11.586
6	Project Janitor OBS Prac Nsg Asst Nursing Assistant Nursing Attend I (No Certificate) Nursing Attend OR	1859.33	11.442	1882.24	11.583	1904.99	11.723
7	O.R. Technician Cook Morgue Technician GrdsKeeper/Jan	1894.26	11.657	1917.01	11.797	1939.93	11.938
8	Nursing Att. 11 (cert or 3 yrs acc exp) RNA Printer	1926.76	11.857	1949.51	11.997	1972.43	12.138
9	OR Techn with RNA	1943.66	11.961	1965.28	12.094	1987.70	12.232
10	O.R. Tech attend	1957.31	12.045	1980.23	12.186	2003.14	12.327
11	Orth/Emerg Attd (effective Jan. 12/88)	1998.10	12.296	2021.66	12.441	2045.55	12.588
12	OBS Technician	2019.23	12.426	2042.14	12.567	2064.89	12.707

LEAD HAND PAID \$40.00 PER MONTH OVER THE **MAXIMUM** OF THE RATE OF THE CLASSIFICATION THEY LEAD.

APPENDIX II - WAGE SCHEDULE "A"
EFFECTIVE SEPTEMBER 29, 1988

FULL-TIME

JOB LEVEL	CLASSIFICATION	Start	After 1 yr	After 2 yrs.
		MONTHLY HOURLY	MONTHLY HOURLY	MONTHLY HOURLY
1	Ward Aide Housekeeping Aide	1782.63/10.970	1806.51/11.117	1830.89/11.267
2	CSR Aide Food Attendant OR Packer	1790.59/11.019	1814.80/11.168	1838.85/11.316
3	Sewing Mach Oper.	1817.24/11.183	1841.29/11.331	1865.34/11.479
4	Linen Handler Kitchen Hand Elevator Operator Cook Apprentice Janitor	1883.54/11.591	1907.59/11.739	1931.64/11.887
5	Surgical Porter OPD Porter Radiology Porter Porter General Stores Kitchen Stores	1928.71/11.869	1952.76/12.017	1976.81/12.165
6	Project Janitor OBS Prac Nsg Asst Nursing Assistant Nursing Attend I (No Certificate) Nursing Attend OR	1952.28/12.014	1976.33/12.162	2000.21/12.309
7	O.R. Technician Cook Morgue Technician GrdsKeeper/Jan (until Oct 10/88)	1989.00/12.240	2012.89/12.387	2036.94/12.535
8	Nursing Att. 11 (cert or 3 yrs acc exp) RNA Printer GrdsKeeper/Jan (effective Oct. 11/88)	2023.13/12.450	2047.01/12.597	2071.06/12.745
9	OR Techn with RNA	2040.84/12.559	2063.59/12.699	2087.15/12.844
10	O.R. Tech attend	2055.14/12.647	2079.19/12.795	2103.24/12.943
11	Or th/Emerg Attd	2098.04/12.911	2122.74/13.063	2147.76/13.217
12	OBS Technician	2120.14/13.047	2144.19/13.195	2168.08/13.342

LEAD HAND PAID \$40.00 PER MONTH OVER THE MAXIMUM OF THE RATE OF THE CLASSIFICATION THEY LEAD.

APPENDIX II - WAGE SCHEDULE "A"

EFFECTIVE SEPTEMBER 29, 1988

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7	O.R. Technician Cook Morgue Technician Grounds/Janitor	1989.00/12.240	2012.89/12.387	2036.94/12.535
8	Nursing Att. 11 (cert or 3 yrs acc exp) RNA Printer	2023.13/12.450	2047.01/12.597	2071.06/12.745
9	OR Techn with RNA	1943.66/11.961	1965.28/12.094	1987.70/12.232
10	O.R. Tech attend	1957.31/12.045	1980.23/12.186	2003.14/12.327
11	Ortho/Emer atten (Jan 12/88)	1998.10/12.296	2021.66/12.441	2045.55/12.588
12	OBS Technician	2019.23/12.426	2042.14/12.567	2064.89/12.707

LEAD HAND PAID \$40.00 PER MONTH OVER THE MAXIMUM OF THE RATE OF THE CLASSIFICATION THEY LEAD.