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NO. OF D'EMPLOYES	67

COLLECTIVE AGREEMENT

between

HUMBER MEMORIAL HOSPITAL
(hereinafter called "the Hospital")

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO
(hereinafter called "the Association")

Expiry: March 31, 1996

INDEX

<u>Article Number and Name</u>	<u>Page</u>
Article 1 - Purpose	1
Article 2 - Scope and Recognition	1
Article 3 - Definitions	■
Article 4 - Management Functions	2
Article 5 - No Discrimination	2
Article 6 - No Strike/No Lockout	3
Article 7 - Association Security	3
Article 8 - Representation and Committees	4
Association Representatives	
Grievance Committee	
Hospital/Association Committee	
Negotiating Committee	
Accident Prevention - Health and Safety Committee	
Article 9 - Grievance and Arbitration Procedure	5
Article 10 - Letters of Reprimand and Clearing of Record	8
Article 11 - Seniority	8
Article 12 - Layoff, Recall, Redeployment and Retraining	11
Notice of Layoff	
Hospital/Association Consultation	
Recall	
Retraining for Positions within the Hospital	
Local/Regional Redeployment	
Article 13 - No Contracting Out	14
Article 14 - Job Posting	14
Article 15 - Staffing Changes	15
Article 16 - Hours of Work	16
Overtime	
Weekend Premium	
No Pyramiding	
Article 17 - Standby	17

<u>Article Number and Name</u>	<u>Page</u>
Article 18 - Callback	17
Article 19 - Designated Holidays	18
Article 20 - Vacation	19
Article 21 - Sick Leave and Long Term Disability	20
Article 22 - Leaves of Absence	21
Personal Leave	
Education Leave	
Association Leave	
Pregnancy, Adoption, Parental Leave	
Jury and Witness Duty	
Bereavement Leave	
Prepaid Leave	
Article 23 - Earned Benefits	26
Article 24 - Salaries and Wages	27
Claim for Recent Related Experience	
Increments	
Professional Associations	
Responsibility Allowance	
Article 25 - Miscellaneous	29
Masculine/Feminine	
Bulletin Boards	
Conditions of Employment	
Termination of Employment	
Article 26 - Term	31
Retroactivity	
Letters of Understanding	34
Sick Bank and Payout Provision of Previous Sick Plan	
Percentage-in-lieu	
Benefits Review	
Appendix A - Wage Rates	38

COLLECTIVE AGREEMENT

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HUMBER MEMORIAL HOSPITAL
(hereinafter called "the Hospital")

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO
(hereinafter called "the Association")

Article 1 - Purpose

- 1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Hospital and the Association and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

Article 2 - scope and Recognition

- 2.01 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all paramedical employees such as Pharmacists, Physiotherapists, Occupational Therapists, Speech Language Pathologists, Audiologists, Social Workers, Psychologists, Psychometrists, Kinesiologists, Rehabilitation Assistants, Dietitians, Activation Co-ordinators, Addiction Counsellors, Pharmacy Technicians, Intake Workers, and Relapse Prevention Specialists, in the Hospital, save and except students, supervisors, persons above the rank of supervisor and persons covered by subsisting collective agreements.

Article 3 - Definitions

- 3.01 (a) "Employee" means an employee of Humber Memorial Hospital for whom the Association is the **recognized** collective bargaining agent.
- (b) Part-time employee means an employee of Humber Memorial Hospital regularly employed for not more than thirty (30) hours per week. Part-time employees shall be categorized as either regular part-time or casual part-time.

A regular part-time employee is an employee who makes a commitment to the Hospital to be available to be scheduled for work on a regular predetermined basis and in respect of whom such **pre-determined** scheduling occurs.

A casual employee is one who is employed on a relief basis.

- 3.02 "President and Chief Executive Officer" means the President and Chief Executive Officer of Humber Memorial Hospital.
- 3.03 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit

3.04 "Student" in Article 2.01 shall mean any student employed for the vacation period or as a part of their formal university training.

Article 4 - Management Functions

4.01 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

4.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

Article 5 - No Discrimination

5.01 The Association and the Hospital agree that there will be no intimidation, interferences, restrictions or coercion exercised or practised by any of its members or representatives on an employee because of his/her membership or non-membership in the Association. The Association further agrees that there will be no Association activity or meetings on Hospital premises except as otherwise provided in this collective agreement unless specific permission is granted by the Vice-President of Human Resources or his/her designate.

- 5.02 (a) It is agreed that there shall be no sexual harassment nor any discrimination, interference, restriction or coercion exercised or practised with respect to any employee by either party by reasons as listed in the Human Rights Code as amended from time to time nor by reason of his/her membership or activity in the Association.
- (b) Sexual harassment shall be defined as any conduct, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (c) An employee who makes a complaint under this provision of the collective agreement

or a Hospital procedure in this same regard may request the assistance of or representation by a bargaining unit representative.

Article 6 - No Strike/No Lockout

- 6.01 As members of the Association believe, as a matter of professional ethics that patient care is their primary concern, and in view of the orderly procedure provided herein for the settling of grievances, and following the signing of this agreement, the employer and the Association agree that the employer shall not cause or direct any lockout of its employees, and the Association agrees that there shall be no strike or other collective action which would stop, curtail or interfere with the work or operation of the employer during the term of this agreement. The Association further agrees that if such collective action takes place, it will repudiate it forthwith, and require its members to return to work. The employer agrees to repudiate any such actions on the part of its staff which may be considered discriminatory or in the nature of a lockout forthwith. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.
- 6.02 In the event that any other union or Association or organization should engage in a strike or other unlawful withdrawal of services from the Employer and establish picket lines or engage in other tactics designed to prevent members of the Association or employees of the Employer from discharging their obligation to the patient, the Employer agrees to provide such police or other protection as may be necessary in order to protect employees covered by this agreement in the legitimate discharge of their obligation to patients placed in the care of the Employer. The Employer further agrees not to request employees or members of the Association to engage in activities, in such circumstances, which may place them in violation of their codes of professional ethics.

Article 7 - Association Security

- 7.01 (a) The Hospital will deduct from each pay cheque for every employee, including new hires, an amount equivalent to the regular monthly Association dues. Each employee covered by this agreement shall be required to authorize the deduction of dues from his/her wages as noted above.
- (b) The Hospital agrees to include the total amount of union dues deducted in each calendar year on the employee's T4 Forms.
- 7.02 The Association and the employee shall hold the Hospital harmless with respect to all dues so deducted and remitted.
- 7.03 Notice of any change in the amount of the Association dues will be provided in writing by the Association to the Vice-president of Human Resources at least two months prior to the commencement of the pay period in which the new rate is to be implemented.
- 7.04 The total amount of Association dues collected shall be remitted by the Hospital to the Treasurer of the Association monthly together with a list of the names of the employees from whom deductions have been made. A second copy of the list shall be provided to the Bargaining Unit Representative.

Article 8 - Representation and Committees

8.01 Association Representatives

The appointment of, and recognition of representatives is conditional upon being employees of the Hospital. Representatives may absent themselves from their regular duties for the purposes of investigating, presenting and negotiating grievances with management, but may only absent themselves from their regular duties with the permission of their immediate supervisor. Such permission shall not be unreasonably denied. The representative must report back to their immediate supervisor when resuming their regular duties. Absence from regular duties in the Hospital by representatives for the purpose of investigating, presenting and negotiating grievances will be paid for at the representative's regular straight hourly rate.

8.02 The Association shall keep the Hospital notified in writing of the names of its **officers** and the staff representatives and their alternates, and the name or names of its other authorized representatives and their respective date of appointment, as well as their mailing addresses.

8.03 The Association shall have the right to have the assistance of their advisors when dealing or negotiating with the Hospital. With prior approval of the Vice-president of Human Resources, such advisors shall have access to the Hospital premises in order to investigate or assist in the settlement of a written grievance under the contract.

8.04 (a) During ~~the~~ probation period, an officer of the Association or representative shall be allowed a reasonable period of time within regular working hours to interview such employees and to discuss the benefits and duties of Association membership and responsibilities to the Association and Hospital.

(b) The Hospital agrees to supply the Bargaining Unit Representative with written notice of the name, classification and commencement date of each employee within one (1) month of such commencement date.

8.05 Grievance Committee

The Association may appoint and the Hospital will recognize three (3) representatives for the purpose of assisting employees in the presentation of grievances. Of such representatives, no ~~two~~ (2) shall be from the same discipline. Two (2) representatives acting together shall form a Grievance Committee, one of whom shall be chairman. The Association will **notify** the Hospital in writing of the names of the **representatives** and the names of those representatives comprising the Grievance Committee.

8.06 Hospital/Association Committee

(a) There **may** be regular meetings of the Hospital/Association Committee to discuss mutual problems. Any staff representative of the Association appointed to this Committee shall have the right of attending joint meetings ~~of~~ said Committee with the Hospital's representative(s) held within working hours without loss of remuneration.

It is also understood that each of the parties shall provide written notice of meetings at

least seventy-two (72) hours in advance except in matters of an urgent nature. Meetings will be arranged to allow for minimal disruption of patient care and intra-departmental functioning.

- (b) Re-organization affecting members of the bargaining unit shall be discussed with the Association as soon as possible prior to implementation. Such discussion may occur at a meeting of the Hospital/Association Committee.

8.07 Negotiating Committee

The Hospital will recognize a Negotiating Committee consisting of up to a maximum of three (3) employees of the Hospital. The Negotiating Committee shall have the right to the assistance of any advisor(s) that they may consider necessary. Members of the committee will be reimbursed for loss of regular straight time pay, for the time spent in negotiating a renewal of the collective agreement with the Hospital prior to arbitration.

8.08 Accident Prevention - Health and Safety Committee

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness as in accordance with the Occupational Health and Safety Act.
- (b) The Hospital agrees to recognize an employee appointed by the bargaining unit to participate as a member of the Hospital's Health and Safety Committee, and such employee shall be able to attend meetings of such committee without loss of pay.

Article 9 - Grievance and Arbitration Procedure

- 9.01 An employee grievance under this article shall be defined as any written complaint concerning the interpretation, application, administration, or alleged violation of this agreement provided that he/she follows the procedure as specified in the following. The absence of the Bargaining Unit Representative when discipline is imposed, does not void the discipline; however, at the time formal discipline is imposed or at any stage of the grievance procedure, the Hospital shall inform the employee that he/she has the right, upon request to the presence of his/her representative.

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity of adjusting his/her complaints. Such complaints shall be discussed with his/her immediate supervisor within five (5) days after the circumstances giving rise to it have occurred and it shall then be taken up as a grievance within five (5) days following advice of his/her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee with the assistance of the bargaining unit representative, if desired, may submit a written grievance signed by the employee to his/her immediate supervisor. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The

immediate supervisor will deliver his/her decision in writing within three (3) days following the day on which the grievance was presented. Failing settlement, then:

Step No. 2

Within five (5) days following the decision under Step No. 1 the employee with such counsel or assistance as desired, may submit the written grievance to his/her Department Head who will deliver his/her decision in writing within five (5) days from the date on which the written grievance was presented. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 3

Within five (5) days following the decision under Step No. 2 the committee referred to in Article 8.05 hereof may submit the written grievance to the Vice-president of Human Resources or designate. The Vice-president of Human Resources will arrange a meeting at a time and place suitable to both parties at which time the matter will be reviewed and a decision in writing of the Hospital will be given within five (5) days following the date of the meeting. The parties will endeavour to meet within fifteen (15) days from the date on which the grievance is advanced to Step No. 3.

9.02 Group Grievance

When a group of employees has a grievance as defined in Article 9.01 it shall be first taken up under Step No. 2 of the Grievance Procedure and presented in writing with the signatures of the persons in the group clearly indicated on the Grievance Form.

9.03 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable, shall be originated under Step No. 3. Failing settlement under Step No. 3 within ten (10) days it may be submitted to arbitration in accordance with Article 9.08. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute a complaint or grievance directly affecting an employee which such an employee could him/herself institute and the regular Grievance Procedure shall not thereby be bypassed. Any grievance by the Hospital or the Association as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

9.04 Discharge Grievance

- a) The release of a probationary employee shall not be the subject of a grievance unless the probationary employee is released for:
 - i) reasons which are arbitrary, discriminatory, or in bad faith; or
 - ii) exercising a right under this agreement.

- b) Subject to 9.04 a), a claim by an employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the grievance procedure within three (3) days after the employee ceases to work for the Hospital and the first ~~two~~ steps of the grievance procedure will be omitted in such case. Discharge grievances may be settled by confirming the action of the Hospital in discharging the employee or reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of an Arbitration Board.
- 9.05 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation or alleged violation of this agreement, such grievance may be submitted to arbitration as set forth in Article 9.08. If no written request for arbitration is received within ten (10) days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 9.06 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the grievor or the representatives of the Association will be final and binding upon the Hospital and the Association and the employees.
- 9.07 Any grievance not submitted within the time limit nor advanced by the grieving party within the time limits provided for each step of the grievance procedure shall be deemed to have been dropped. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure. Where no answer is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure. No adjustment effected under the grievance procedure shall be made retroactive prior to the date of the circumstances giving rise to the grievance occurred save and except for time card errors involving pay.
- 9.08 If the Hospital or the Association requests that a grievance as above provided be submitted to Arbitration it shall make such request in writing addressed to the other party of this Agreement, and at the same time indicate if a sole arbitrator is to be named (as per Article 9.14 herein) or if a Board of Arbitration is to be constituted, the party requesting Arbitration must name its nominee to the Board at the time of the request. Within ten (10) days thereafter the other party shall notify the first party in writing of its nominee to the Board. The ~~two~~ (2) nominees shall, within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, either party may then request that the Minister of Labour for the Province of Ontario effect such an appointment.
- 9.09 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.10 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 9.11 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.

- 9.12 The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties to this Agreement.
- 9.13 Saturdays, Sundays and designated holidays as set out in Article 19 will not be counted in computing the time within which any action is to be taken or completed under the provisions of Article 9.
- 9.14 The Hospital and the Association may by written agreement substitute for a specific grievance or grievances a named single arbitrator for the Board of Arbitration provided for herein (whether or not such Board has been constituted) and the single arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration hereunder.
- 9.15 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee concerned as a witness.

Article 10 - Letters of Reprimand and Clearing of Record

- 10.01 An employee may receive a formal warning, be suspended or discharged but only for just cause. When an employee is warned, suspended or discharged, he/she shall be advised in writing by Management with a copy to Human Resources, of the reason for such warning, suspension or discharge within five (5) days - Saturday, Sunday and paid holidays excluded.
- 10.02 Any letter of discipline, suspension, or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or sanction, provided that the employee's record has been discipline-free for such eighteen (18) month period.

Article 11 - Seniority

- 11.01 Service is defined as that fixed continuous period of time from commencement to termination of employment with the Hospital, except as otherwise provided herein.
- Permanent part-time employees will accumulate **service** from **commencement** from last date of hire to termination of employment with the Hospital on the basis of one (1) years' service for each **1500** hours worked, except as otherwise provided herein.
- Permanent part-time employees shall have their service expressed on the basis of number of hours worked.
- 11 (a) **Applicable to Full-time Employees**
- All employees shall be on probation for a period of three continuous calendar months of employment. If retained after the probationary period, each employee's seniority shall be effective from the original date of employment.
- The original probationary period may be extended a maximum period of two (2) months with the mutual agreement of the Hospital and the employee concerned with written

notification to the Bargaining Unit Representative.

(b) Applicable to Part-time Employees

All part-time employees shall be on probation for sixty (60) work periods or shifts. If retained after the probationary period, each employee's seniority shall be effective from the original date of employment and shall accumulate on the basis of number of hours worked, where fifteen hundred (1500) hours of work equals one year's seniority.

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

Part-time employees will accumulate seniority on the basis of one (1) years' seniority for each 1500 hours worked in the bargaining unit, except as otherwise provided herein.

Part-time employees shall have their seniority expressed on the basis of number of hours worked.

- (b) Seniority lists shall be established for all employees who have completed their probationary period.

Copies of the seniority list shall be provided to the Bargaining Unit Representative and ~~the~~ Labour Relations Officer of the Association in January and July of each year, or on any ~~two~~ other dates as may be agreed upon by the Hospital and the Association.

- (c) The Hospital agrees to provide, in respect to an employee's request, his/her seniority, service and/or anniversary date.

- 11.04 In the event that a part-time employee changes status to full-time or vice-versa, he/she shall not lose service or seniority. For a part-time employee who changes status to full-time, each fifteen hundred (1500) hours of service shall be equivalent to one (1) year's service, and each fifteen hundred (1500) hours of seniority shall be equivalent to one year's seniority. In the event that a full-time employee changes status to part-time, he/she shall retain his/her full seniority and service based on one (1) year equalling fifteen hundred (1500) hours.

11.05 Effect of Absence

- (a) An employee shall continue to accumulate seniority for any approved leave of absence with pay, for pregnancy, parental or adoption leave, educational leave, and for the first month of any approved leave of absence without pay. Subsequent to the first month, seniority shall be retained but not accumulated for the remainder of the leave of absence without pay.

- (b) (i) If the unpaid leave of absence does not exceed thirty (30) continuous calendar days, the Hospital will continue to make contribution towards subsidized employee benefits in which the employee is participating, and the employee's seniority will continue to accumulate.

- (ii) If the unpaid leave of absence exceeds thirty (30) continuous calendar days, the employee will not accumulate service for the purposes of vacation entitlement,

and sick leave benefits for which the employee is participating, for that portion of the leave of absence which is in excess of thirty (30) continuous calendar days. In such cases the employee may arrange with the Hospital to pre-pay the full premium of any subsidized employee benefits for the entire period of such leave to ensure continuous coverage.

- (iii) Employees on unpaid sick leave, layoff or receiving Workers' Compensation benefits will be considered to be on an unpaid leave of absence and subject to the conditions indicated above. It is understood, however, that seniority shall accrue for a period of one (1) year if an employee's absence is due to a disability resulting in WCB benefits.
- (iv) In cases where an employee's absence qualifies as either pregnancy, adoption, or parental leave, credits for service for the purposes of vacation, sick leave, seniority, salary increments and any other benefit under any provisions of the collective agreement or otherwise shall continue to accumulate throughout the leave.

In the case of a part-time employee, such service shall accumulate on the basis of what the employee's regular hours of work would have been had she not been on such leave.

The Employer shall continue to pay its share of the benefits and/or percentage-in-lieu provided under the collective agreement during the period of such leave.

The Hospital shall register this provision with the Unemployment Insurance Commission as part of the SUB plan.

11.06

Seniority rights and an employee's employment shall be deemed to have been terminated if he/she:

- (a) leaves of his/her own accord;
- (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) refuses to continue to work or return to work during an emergency or circumstances beyond the Hospital's control unless a satisfactory reason is given;
- (d) is laid off for a period of more than **twenty-four** (24) months or the employee's seniority, whichever is less;
- (e) is absent from work without permission for three (3) **consecutive** working days unless a satisfactory explanation is given by the employee;
- (f) fails to return to work upon termination of an authorized leave of absence or **utilizes** a leave of absence for purposes other than those for which the leave of absence may be granted;
- (g) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a satisfactory explanation is given by the employee;
- (h) is absent due to illness or disability for a period of thirty (30) months, unless he/she has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will

apply after an absence equal to his/her length of service at the time the absence commenced. This clause shall be interpreted in a manner consistent with the provisions of the Human Rights Code.

Article 12 - Layoff, Recall, **Redeployment** and Retraininn (Applicable to Full-time and **Permanent Part-time Employees Only**)

12.01 a) Notice of **Layoff**: In the event of a proposed lay-off at the Hospital of a permanent or long-term nature or of the elimination of a position within the bargaining unit, the Hospital shall:

- i) provide to the Association no less than three (3) months' written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected **employee(s)**, if any, twelve (12) weeks' notice, or pay in lieu thereof, provided the employee has twelve (12) months' service. Employees with less than twelve (12) months' service will be entitled to a minimum of two (2) weeks' notice, 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 Association provided in (i) above shall be considered notice to the Association of any subsequent layoff. It is understood that the above notice will not apply to the elimination of a position which is currently vacant, or will become vacant prior to the notice period in (i) above.

b) **Hospital-Association Consultation**: Not later than two (2) weeks after the notice referred to in Article 12.01 a) above, the Association and the Hospital will meet through the **Hospital/Association Committee** as frequently as necessary to accomplish the following:

- i) Identify and propose alternatives to the proposed **layoff(s)** or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining unit work and is currently work **contracted-out** by the Hospital which could be performed by bargaining unit employees who are or would otherwise be **laid off**;
- ii) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either within the bargaining unit or not covered by a collective agreement.
- iii) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- iv) Subject to Article 12.04, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months re-training, an employee has become able to meet the requirements of the job.

c) To allow the **Hospital/Association Committee** to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

- d) The Hospital/Association Committee, in its mandated role under this Article, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer.
- e) Any agreement between the Hospital and the Association resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

12.02 a) **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.

b) In the event of a lay-off, casual employees, temporary employees and probationary employees, in that order shall be laid off first, in reverse order of seniority within their classification in the affected area provided that the employees retained are qualified, able and willing to perform the available work. Thereafter, should a lay-off of employees still be required, employees shall be laid off in reverse order of their seniority within their classification in the affected area provided that the employees retained are qualified, able and willing to perform the available work.

c) An employee who is subject to layoff pursuant to Article 12.01 b) shall have the right to:

- i) accept the layoff; or
- ii) displace an employee who has lesser bargaining unit seniority in the same classification or an identical or lower paying classification in the bargaining unit if the employee originally subject to layoff is qualified, able and willing to perform the duties without training other than the orientation normally provided to a new employee. In determining the ability of an employee to perform the duties, the Hospital shall not act in an arbitrary or unfair manner. Such employee so displaced shall be laid off.

An employee who chooses to exercise the right to displace another employee shall advise the Hospital of his/her intention to do so and a position for which the employee is qualified, able and willing to perform the available work shall be identified and agreed by the employee and the Hospital within seven (7) calendar days after receiving the notice of layoff.

Any dispute relating to the foregoing procedure may be filed at Step III of the grievance procedure and in the event of the need for arbitration shall be processed through the expedited arbitration process permitted under the Labour Relations Act.

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.

12.03 **Recall**

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

- b) In determining the ability of an employee to perform the work for the purposes of Article 12.03, the Hospital shall not act in an arbitrary or unfair manner.
- c) 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.
- d) 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.
- e) The Hospital shall notify employees of a recall opportunity by registered mail addressed to the last address on record with the Hospital. 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/her current address being on record with the Hospital.
- f) Employees on layoff shall be given preference for temporary vacancies or ad hoc shifts. An employee to whom a temporary vacancy or ad hoc shift is offered may accept or decline such offer and in either case shall maintain his/her position on the recall list. Acceptance of a temporary vacancy shall not constitute a recall from layoff unless the temporary vacancy exceeds sixty (60) calendar days. An employee who accepts a temporary or ad hoc shift shall be paid his/her regular rate of pay plus a percentage in lieu of benefits and vacation. Where an employee is recalled pursuant to Article 12.03 he/she shall receive credit for seniority and service for the shifts worked under this provision.

12 **Retraining for Positions within the Hospital**

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Hospital/Association Committee in accordance with Article 12.01 b):

- a) Opportunities to fill vacant positions identified by the Hospital/Association Committee through retraining shall be offered to employees who apply and who 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 the bargaining unit may be offered by the Hospital in its discretion.
- b) The Hospital and the Association 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 Hospital/Association Committee will seek the assistance of the Health Sector Training and Adjustment Panel (HSTAP) to cover the cost of tuition, books and any travel.
- c) Apart from any on-the-job training offered by the Hospital, any employees 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.

- d) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.
- e) **Placement**
Upon successful completion of his/her training period, the Hospital and the Association undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 12.04 a) above.

12.05 **Local/Regional Redeployment**

The parties agree that the participation in local/regional redeployment plans that may be developed in the Hospital and/or Health Sector will be a matter for discussion at Hospital/Association meetings.

Article 13 - No Contracting Out

- 13.01 (a) The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employee follows. Contracting out to an employer who was organized and who will employ members of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agencies for single shift coverage of vacancies due to illness or leave of absence.
- (b) Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff to bargaining unit employees.

Article 14 -Job Posting

14.01 **Applicable to Full-time and Regular Part-time Vacancies**

Where a permanent or temporary vacancy occurs, a notice of vacancy will be posted for five (5) consecutive working days on the notice board outside the cafeteria. Interested applicants must **apply** in writing to the Human Resources Department.

14.02 Article 14.01 shall not apply in the following cases:

- (a) when the position must be filled because of an emergency;
 - (b) where a position has been posted, and again **becomes** vacant within **two** (2) months, a new posting need not be completed, but the previous applicant will again be considered;
 - (c) where the position is being held by a graduate student awaiting registration.
- 14.03 (a) Temporary employees may be hired to fill vacancies caused by:
- (i) illness;
 - (ii) accident;

- (iii) pregnancy, adoption and/or parental leaves;
- (iv) other approved leaves of absence not expected to exceed ~~six~~ (6) months;
- (v) vacation;
- (vi) specific tasks not expected to exceed six (6) months.

The terms under iv) and vi) above may be extended a further six (6) months on mutual agreement of the Association, employee and the Hospital. In the event of a term under iv) or vi) above that is known prior to filling to be between six (6) to twelve (12) months, the Hospital and the Association will meet to discuss the length of the term. The provision of the extension beyond six (6) months shall not be unreasonably withheld by the Association. The period of employment of such persons will not exceed the absentee's leave. The discontinuation of the temporary assignment and the subsequent release of the temporary employee will not be the subject of a grievance or arbitration.

This clause does not preclude such employees from using the job posting provision under the collective agreement.

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.

- (b) In the event that a temporary employee is retained by the Hospital on a permanent basis, he/she shall be subject to a probationary period of three (3) calendar months in the permanent position. However, if there has been no break in employment and if the permanent position is within the same classification and area of specialization, the probationary period shall be reduced by the amount of time the employee worked in the temporary capacity. Credit for seniority and ~~service~~ for the purposes of vacation, sick leave, earned benefits as described in Article 23, and annual increase shall be provided on the basis of 1500 hours of service equals one year.

Article 15 - Staffing Changes

15.01 In all cases of transfer and promotion, the following factors shall be considered;

- (a) ability, relevant experience, performance and academic qualifications,
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, in the opinion of the employer, factor (b) shall govern.

15.02 Where an employee has applied for a promotion or transfer and has been unsuccessful, the employee upon enquiry shall be advised of the reasons by Management.

15.03 The transfer or promotion of an employee to or from the bargaining unit in respect of positions which are outside of the bargaining unit is not subject to this agreement.

15.04 An employee who is promoted to a higher classification shall be paid at the rate of pay that gives him/her an increase in pay that is at least equal to one full increment in his/her former classification.

The employee's anniversary (salary review) date shall be adjusted.

Article 16 - Hours of Work

- 16.01 (a) The normal work day shall be composed of seven and one-half (7 1/2) hours exclusive of mealtime. A normal work week shall be composed of thirty-seven and one-half (37 1/2) hours per week, excluding the unpaid mealtime. The bi-weekly work period shall be composed of a seventy-five (75) hour fortnight excluding the unpaid mealtimes.
- (b) Notwithstanding the above provision, arrangements regarding innovative/flexible scheduling may be entered into between the Hospital and the Association. Such arrangements shall be in writing and shall include, but not necessarily limited to:
- i) a description of the department and employees covered;
 - ii) the scheduling arrangements which pertain to the work unit and employees covered;
 - iii) the agreed variations from the collective agreement;
 - iv) the term of the agreed upon arrangements.
- 16.02 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half shift worked.
- 16.03 In the formation of working schedules the following principles will apply:
- (a) schedules where needed shall be **posted** at least four (4) weeks in advance of going into effect;
 - (b) changes in the posted schedule must be mutually agreed upon between the employee and his/her immediate supervisor,
 - (c) lieu days for weekend work and/or overtime shall be taken at a mutually agreeable time consistent with the proper and efficient operation of the department involved.
- 16.04 In the event that the Hospital decides that a change is required in the hours of coverage in any department, such change will not be made without prior discussion with the employee concerned.
- 16.05 **Overtime**
- (a) **Applicable to Full-time Employees Only**
Overtime is defined as authorized time an employee is required to work in excess of his/her normally scheduled hours of work per day or in excess of seventy-five (75) hours in a bi-weekly work period. It is understood that scheduled weekends worked are not considered overtime.
 - (b) **Applicable to Part-time Employees Only**
If there is a situation where a permanent part-time employee works more than thirty-seven and one-half (37 1/2) hours per week he/she will be paid time and one half (1 1/2) his/her regular hourly rate.
 - (c) Payment for overtime shall be at the hourly rate of one and one half (1 1/2) times the

regular hourly rate when authorized by the employee's supervisor. However, if mutually agreeable, time off in lieu may be taken by the employee on the basis of one and one-half (1 1/2) hours for each overtime hour worked.

- 16.06 Where an employee has worked and accumulated approved lieu time up to a maximum of twenty-two and one-half (22.50) hours, then such employee shall have the option of utilizing such time to top up any shortfall in wages or extend any authorized leave. It is understood that lieu time includes overtime and flextime but it excludes any lieu day arising from 19.03 (b).

An employee may bank accumulated lieu time for up to sixty (60) days. Time not utilized within sixty (60) days will be paid out.

Lieu time shall be scheduled at a time that is mutually agreeable to the employee and his/her supervisor.

16.07 **Weekend Premium**

An employee shall be paid a weekend premium of \$1.00 per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

16.08 **No Pyramiding**

It is agreed that there shall be no pyramiding of overtime or any other premium under any article or clause of this collective agreement.

Article 17 - Standby

- 17.01 Employees working on standby will be provided with a pager and a rotating system will be used for standby assignment.

- 17.02 An employee who is required to remain available for duty on standby at any time outside of his/her regularly scheduled working hours shall receive the amount of two dollars and fifty cents (\$2.50) for each hour of standby scheduled by the Hospital and three dollars (\$3.00) for standby on a paid holiday. Standby pay shall, however, cease where an employee is called into work under Article 18.01 and works during the period of standby.

Article 18 - Callback

18.01 **Applicable to Full-time and Regular Part-time Employees**

An employee who is called back and is required to work outside of his/her regular working hours shall be paid at the overtime rate of pay with a minimum guarantee of four (4) hours at time and one-half (1 1/2) and the Hospital will pay transportation costs either by taxi or by his/her own vehicle at the rate of thirty-five cents (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

NOTE: For part-time employees

For purposes of clarification, Article 18.01 does not apply to prescheduled hours of work. Article 18.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital. Article 18.01 does apply where an employee is on standby under Article 17.02 and is called in to work.

Article 19 - Designated Holidays (Applicable to Full-time Only)

19.01 The following twelve (12) holidays will be recognized by the Hospital:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Employee's Birthday
Civic Holiday	

Float Day - This Holiday must be celebrated in the period ~~from~~ January to December each year. The selection of the day is to ~~be~~ made at the employee's discretion subject to management's approval. In the event that Heritage Day is declared it shall replace either float day or the employee's birthday whichever is mutually agreed to by the Association and the Hospital.

Effective January 1, 1996, the Employee's Birthday shall be replaced with Heritage Day (second Monday in February).

This clause does not apply to temporary employees.

19.02 In order to qualify for holiday pay, an employee must work the **last** fully scheduled shift immediately preceding and the last fully scheduled shift immediately following a holiday, unless excused from doing so by the employer or, in cases of absence due to sickness or accident confirmed by a medical certificate, where the employee has worked within fourteen (14) days of the holiday in question.

19.03 An employee who is required to work on a holiday will be paid one and one-half (1 1/2) his/her basic straight time rate of pay. In addition, if **he/she** qualifies under the provisions of Article 19.02, **he/she** may elect either of the following:

- (a) holiday pay as defined in Article 19.07, or
- (b) a lieu day off with pay at his/her basic straight time rate of pay, such date to be granted on a mutually acceptable date, **arranged** between the employee and the employer.

19.04 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless his/her absence is due to illness verified by a doctor's certificate, if required by the Hospital.

19.05 An employee who qualifies for holiday pay and who is absent on sick leave shall not be entitled to receive sick leave pay in addition to his/her holiday pay.

19.06 If a paid holiday is observed during an employee's vacation period or on his/her regular day off, he/she shall be granted a day off in lieu on a date to be selected by agreement between the employer and the employee, and he/she shall be paid for such lieu day at the prescribed rate.

19.07 Holiday pay shall be defined as the equivalent of the number of regular daily scheduled hours at the employee's basic straight time rate of pay.

Article 20 - Vacation

20.01 Applicable to Full-time Only

- (a) For the purpose of calculating vacations and eligibility the fiscal year shall be from June 1 of any year to May 31 of the following year.
- (b) All members of the bargaining unit who have completed less than one (1) year of continuous employment with the Hospital as of June 1st of any year, but who have completed their probationary period, shall accumulate a paid vacation entitlement on the basis of one point twenty-five (1.25) days for each completed month of employment as of June 1st, not to exceed fifteen (15) working days.
- (c) Employees who have completed one (1) year but less than three (3) years of continuous employment shall receive three (3) weeks vacation with pay.
- (d) Employees who have completed three (3) years of continuous employment shall receive four (4) weeks vacation with pay.
- (e) Employees who have completed fifteen (15) years or more of continuous employment shall receive five (5) weeks vacation with pay.
- (f) Employees who have completed twenty-five (25) years or more of continuous employment shall receive six (6) weeks vacation with pay.

20.02 Applicable to Part-time Only

(a) Vacation Pay

After one year's service, permanent part-time employees will receive a vacation pay of six percent (6%) of their total wages for the year which this applies. After three (3) years of continuous service (based on 1500 hours equals one year), permanent part-time employees will receive a vacation pay of eight percent (8%) of their total wages for the year which this applies. Employees will be entitled to four (4) weeks leave of absence without pay each calendar year for the purpose of vacation.

- (b) Temporary employees shall be entitled to the same percentage in lieu of vacation as part-time employees.

20.03 Vacation entitlement shall be taken between June 1 and May 31 each year. In any one calendar year, no employee shall be permitted to take more than his/her vacation entitlement as of May 31st of that year.

20.04 The employer will endeavour to accommodate the wishes of the employee with respect to the choice of vacation days, subject to the responsibility of the employer to operate the Hospital in an efficient manner.

Article 21 - Sick Leave and Long Term Disability -Applicable to Full-time Only

21.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

21.02 The Hospital will pay ~~seventy-five~~ percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.

21.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first ~~two~~ days of the fourth and subsequent period of absence in any calendar year.

21.04 Employees claiming sick pay benefits will observe the following procedure:

- (a) Employees taking ~~ill~~ or suffering an accident during working hours will notify the Head of their Department, or a person designated by the Department Head, before the employee leaves his/her duties.
- (b) Where the illness or accident takes place at times other than the employee's normal working hours the employee will notify his/her Department Head, or a person designated by the Department Head. Such notice will be given as soon as possible and in any case not later than ~~two~~ (2) hours prior to the time at which the employee would normally be required to report for duty, except where an employee is scheduled to work the day shift, in which case he/she will give notice no later than the time at which the employee would normally be required to report for duty.
- (c) Before returning to work, the employee will give notice to his/her Department Head during the normal working hours of the Department of his/her intended return on the day prior to his/her returning to work.
- (d) An employee in all cases of absence due to illness may be required to produce a medical certificate signed by a duly qualified medical practitioner. ~~Such~~ a medical certificate must be presented prior to a return to work in cases of absence of three (3) or more days in order for the employee to be eligible for sick pay.

21.05 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any ~~portion~~ of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

21.06 **Applicable to all employees**

Employees able to return to work from an illness or injury compensable under Workers' Compensation will be assigned transitional work as necessary, if available. To facilitate the return, it is understood and agreed that provisions of the collective agreement may,

where agreed, be varied by the Hospital and the Association.

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

Article 22 - Leaves of Absence

22.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Vice-president of Human Resources. Such requests are to be given as far in advance as possible 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.

22.02 Education Leave

- (a) Leave of absence with or without pay but with accumulation of seniority may be granted to employees for the purpose of attending educational courses. The granting of such leave shall not be unreasonably withheld. In addition, the Employer may pay some or all expenses incidental to an employee's attendance at such course.
- (b) When an employee is required by the Hospital to attend a course, such employee shall not suffer any loss of pay due to participation in such course.

When the course falls outside of the regularly scheduled working hours, equivalent time off shall be granted at a mutually agreeable time.

The Hospital shall reimburse the employee for reasonable expenses related to attendance at such course.

22.03 Association Leave

- (a) Leave of absence without pay shall be granted upon written request, two (2) weeks in advance, to the Vice-president of Human Resources to employees selected or appointed to attend Association meetings, seminars and conventions. Such time shall not exceed a total of ten (10) days per person in any one calendar year and shall be granted to not more than a total of four (4) employees at any one time, subject to the needs of any department affected. It is understood and agreed that the number of days granted under

this article shall aggregate not more than thirty (30) days within any calendar year. The Hospital agrees to pay the employees during such leaves, and to invoice the Association for reimbursement of such pay.

- (b) An employee may be granted a leave of absence without pay and without accumulation of seniority for a period not to exceed twelve (12) consecutive calendar months in order to enter the employment of the Association.

22.04 **Pregnancy, Adoption and Parental Leave**

(a) **Pregnancy Leave**

Pregnancy leave will be granted in accordance with the following provisions:

- (i) An employee who has been employed for thirteen (13) weeks prior to the estimated date of delivery shall be eligible for pregnancy leave. An employee with less than the required length of service may be granted pregnancy leave at the discretion of her Department Head.
- (ii) An employee must apply in writing as early as possible but no less than **two (2)** weeks prior to the **commencement** of the pregnancy leave stating the specific dates for which the pregnancy leave is desired. The request must be accompanied by a certificate from her attending physician attesting to the pregnancy and indicating the probable date of delivery.
- (iii) A total of seventeen (17) weeks leave **prior** to and after delivery shall be granted upon a request in writing in accordance with Article 22.04 (a) (ii).

An employee on pregnancy leave may extend the leave period in accordance with the provisions outlined in 22.04(c), Parental Leave. It is understood that parental leave must begin immediately following the pregnancy leave.

- (iv) When an employee returns to work upon expiration of authorized leave, she shall be **entitled** to return to her position unless her position has been eliminated in which case she will be allowed to exercise displacement rights as provided for in Article 12.02.
- (v) The employee on pregnancy leave who does not intend to return to the employ of the Hospital shall give to the Hospital four (4) weeks notice in writing prior to the completion of the period of pregnancy leave.
- (vi) An employee who wishes to **return** to work earlier than the date she originally specified, shall give the Hospital four (4) weeks notice of her intended date of return and will furnish the Hospital with a medical certificate if her return is earlier than six (6) weeks following the actual date of her delivery.
- (vii) An employee on pregnancy leave as provided under this agreement, who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to ~~the~~ difference between **seventy-five percent (75%)** of her regular weekly earnings and her weekly

Unemployment Insurance benefit rate 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 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.

Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under this plan.

(b) **Adoption Leave**

- (i) Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee shall **be** entitled to a leave of absence according to the provisions of Article 22.04 (a).
- (ii) The employee shall give the Hospital written notification at least two (2) weeks in advance of the anticipated date of commencement **of** the leave of absence and of the expected date of return. If, because of late receipt of **confirmation** of a 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. The leave may commence within one (1) week prior to the anticipated date that the child will **come** into the custody, care and control of the employee.

(c) **Parental Leave**

- (i) An employee with at least thirteen (13) weeks of continuous service who qualifies for parental leave **as** provided under Employment Standards and who provides a minimum of two (2) weeks' written notice shall **be** granted an unpaid leave of absence for a period not to exceed eighteen (18) weeks.

It **is** understood that commencement of the parental leave must occur immediately following pregnancy or adoption leave or **no** more than thirty-five (35) weeks after birth or entry into care, custody or control in other circumstances.

The employee may end the leave earlier than requested by providing no less than four (4) weeks' notice prior to the date of return.

- (ii) Effective on confirmation by UIC of the appropriateness of the Hospital's Supplemental Unemployment Insurance Benefit (SUB) plan, an employee on parental leave **as** provided under this agreement, who is in receipt of Unemployment Insurance parental benefits pursuant to Sections 18 and 20 of the UI Act, 1971, shall be paid a supplemental unemployment benefit. The

of the employee's weekly earnings and his/her weekly UI benefit rate and any other earnings. Such payment shall commence following completion of the two week UI waiting period, and receipt by the Hospital of the employee's UI cheque stub as proof that he/she is in receipt of parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under this plan.

22.05 **Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law, 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/she will be required to attend court;
- (b) presents **proof** of service requiring the employee's attendance;
- (c) promptly repays the amount other than the expenses paid to the employee for such services or attendance to the Hospital.

22.06 **Bereavement Leave**

An employee shall be granted up to three (3) days leave of absence without loss of pay for the purpose of making arrangements for and/or attending the funeral of a parent, step-parent, or person who takes the place of the natural parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, or brother-in-law of the employee. For the purposes 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. In cases not addressed above, approval of paid leave shall not be unreasonably withheld.

In extenuating circumstances where travel or other time is required, the Hospital may grant a leave with or without pay upon application by an employee for compassionate reasons.

22.07 **Pre-paid Leave**

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence funded solely by the employee through the deferral of salary over a defined period, in accordance

with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

- (b) The employee must make written application to the Department Head or designate and Vice-president of Human Resources at least six (6) months prior to the intended commencement date of the programme (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for the purpose 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 Association and the Hospital.
- (d) Written applications will be reviewed and approved by the Department Head or designate and Human Resources. Leaves will be granted on the basis of seniority.
- (e) The deferral period of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) years' salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately. The employee, the Association and the Hospital may also agree to a period of leave which is less than twelve (12) months but not less than six (6) months.
- (9) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefit plans in which he/she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan during the deferral portion in the following circumstances:
 - (i) termination of employment;
 - (ii) death;
 - (iii) extreme financial hardship -the employee may have to provide evidence justifying financial hardship to Revenue Canada in the event of an audit;
 - (iv) total and permanent disability as defined under the long-term disability plan;

- (v) move to another position within the organization and continuation in the program is not approved by the Hospital.

Upon early withdrawal from the pre-paid leave plan, deferred salary, plus accrued interest, will be returned to the employee within a reasonable period of time.

- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practical. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time ~~or~~ of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to him/her within a reasonable period of time.
- (l) The employee will be reinstated to his/her former position and job duties unless the position has been discontinued, in which case he/she shall be given a comparable job with no loss of responsibility, remuneration, wages or benefits.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make 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 Article 22.07 of the Collective Agreement;
 - (ii) the period of salary deferral and the period for which the leave is requested;
 - (iii) the manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

Article 23 - Earned Benefits

23.01 Applicable to Full-time Employees Only

The Hospital will assume the responsibility of paying the premium cost ~~of~~ the following benefits as these benefits apply to the employee in the bargaining unit:

- (a) 100% of the annual premium of Group Life Insurance;
- (b) The Hospital agrees to contribute on behalf of each employee covered by the collective agreement seventy-five percent (75%) of the billed premium of the Standard Extended Health Care Plan with fifteen dollars (\$15) single and twenty-

five dollars (\$25) family deductible, subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment, provided the balance of the monthly premium is paid by the employees through payroll deduction. In addition to standard benefits, coverage will also include hearing aids (maximum \$300.00/person) and vision care (maximum \$90.00 every 24 months).

- (c) The Hospital agrees to contribute **seventy-five (75%) of** the billed premium towards coverage of eligible participating employees under a Group Dental Plan (Blue Cross #9, or its equivalent based on the current O.D.A. fee schedule). Such employees shall be subject to the requirements of the carrier."
- (d) The Hospital agrees to contribute one hundred percent (100%) of the billed premium for semi-private accommodation under OHIP for each eligible employee.

23.02 The Hospital may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than thirty (30) days notice to the Association.

23.03 **Applicable to Part-time Employees Only**

- (a) In addition to their hourly rate, part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part of direct compensation or otherwise, save and except salary, vacation pay, court attendance and bereavement leave) fourteen percent (14%).
- (b) Temporary employees shall be entitled to the same percentage in lieu of benefits as the part-time employees.

Article 24 - Salaries and Wages

24.01 The salary rates and ranges as agreed to and attached to this **collective** agreement shall be effective during the term of this agreement. All employees in the bargaining unit shall be paid in accordance with the classification and year of service in Appendix A, which **forms** part **of** this agreement.

24.02 If during the term of this agreement a new classification is created, the Hospital agrees to provide the Association with a job description for the new classification and the rate of pay for it before the classification is posted. If the Association disagrees with the rate of pay it shall request a meeting within ten (10) days after receipt **of** notice to endeavour to negotiate a mutually satisfactory **salary** scale for such **classification**. 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 on a rate, the matter may be submitted to Arbitration for resolution.

24.03 **Claim for Recent Related Experience**

- (a) When a new employee has submitted a Curriculum Vitae with his/her application for a job he/she shall be informed:

- (i) that the Curriculum Vitae represents his/her claim for recent related experience, and therefore, determines his/her starting position on the salary scale, and,
 - (ii) that if he/she wishes to provide further information regarding experience he/she must do so when replying to the letter of offer.
- (b) When a new employee does not include written documentation of recent related experience at the time of application, the Hospital shall inform him/her:
- (i) that no claim for recent related experience has been provided, and therefore his/her starting position on the salary scale is at the base rate, and
 - (ii) that if he/she wishes to provide further information regarding experience he/she must do so when replying to the letter of offer.
- (c) After the initial year of experience, more than threequarters (3/4) of a year will be recognized once as a full year. For example: two and one-half (2 1/2) years experience counts as two (2) years; two and three-quarters (2 3/4) years counts as three (3) years; three and one-half (3 1/2) years counts as three (3) years; three and threequarters (3 3/4) years counts as four (4) years; four and onequarter (4 1/4) years counts as four (4) years and so on.

24.04 Increments

- (a) Applicable to Full Time Employees Only

Annual increments will become effective the first day of the pay period following the anniversary date of employment with the Hospital. Adjustments to the anniversary date may be made due to periods of unpaid leave as provided for herein.

- (b) Applicable to Part-time Employees Only

A part-time employee shall be eligible for an increment after working each fifteen hundred (1500) hours.

24.05 In recognition of the role of professional associations in establishing standards for health professions, the Hospital agrees that from and after the commencement of this agreement it shall be a condition of employment that each employee in the disciplines listed herein shall be eligible for membership in his/her respective professional association and when required by provincial legislation, be licensed to practice. When this status is renewable yearly, the employee must present proof of status to the Human Resources Department before March 1st of each year. Failure to provide such proof by the above date (or extended date) shall result in the employee reverting to the starting wage rate on his/her appropriate salary scale. Reinstatement to the earned salary level shall be effective the first pay period following the date of presentation of proof of status as above. The designated disciplines, and their respective professional association and conditions are:

- (i) Dietitians:
 - membership in the College of Dietitians of Ontario, renewable annually; and,
 - eligibility for membership in the Canadian Dietetic Association;

- (ii) Occupational Therapists:
-registration with the College of Occupational Therapists of Ontario, renewable annually; and,
-eligibility for membership in the Canadian Association of Occupational Therapists;
- (iii) Pharmacists:
-licence to practice, issued by the Ontario College of Pharmacists, renewable annually; and,
-eligibility for membership in the Canadian Society of Hospital Pharmacists Association;
- (iv) Physiotherapists:
-registration with the College of Physiotherapists of Ontario, renewable annually; and,
eligibility for membership in the Canadian Physiotherapy Association;
- (v) Social Workers:
eligibility for membership in the Ontario College of Certified Social Workers; and,
-eligibility for registration with the Ontario Association of Professional Social Workers;
- (vi) **Speech-Language Pathologists and Audiologists:**
-registration with the College of Audiologists and **Speech-Language Pathologists** of Ontario, renewable annually; and,
-eligibility for registration with the Ontario Association of **Speech-Language Pathologists and Audiologists**.

24.06 Responsibility Allowance

Where an employee is assigned additional responsibility to direct, supervise or oversee work of other employees or temporarily assigned the duties of a higher paid classification in the bargaining unit for a tour of duty, he/she shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to his/her regular salary.

Where the Hospital temporarily assigns an employee to ~~carry~~ out the assigned responsibilities of a higher classification (where such classification is not included in the bargaining unit) for a period of one full tour or more, at times when the incumbent in any such classification would otherwise be working, he/she shall be paid a premium of one dollar and twenty cents (\$1.20) per hour for such duty in addition to his/her regular salary.

The Hospital agrees that it will not make work assignments which violate the purpose and intent of this provision.

Article 25 - Miscellaneous

25.01 Masculine and Feminine

Whenever the feminine pronoun is used in this collective agreement, it includes the

masculine pronoun where the context so requires. Where singular is used it may also be deemed to mean plural.

25. 2 Bulletin Boards

- (a) The Association shall have the privilege of using a notice board located in a mutually agreeable location, provided all bulletins or notices are signed by the President or any authorized signing officer of the Association with a copy to the Vice-president of Human Resources. It will be the responsibility of the Association to post and clear notices to and from the board.
- (b) The Association shall have access to bulletin boards within individual departments on which to post notices. It is agreed that the posting requirements of 25.02 (a) shall apply.

25.03 Conditions of Employment

- (a) Employees may be required to submit to medical examinations or X-rays as provided for in the Public Hospitals Act as amended from time to time. Such examinations shall be provided by the Hospital, but the employee may choose to use his/her own physician for such examinations if he/she so desires.
- (b) All employees refusing without good and sufficient reasons to undergo vaccination or inoculation and other clinical procedures when required may be transferred to another job or placed on leave of absence without pay until the emergency is over. Should an employee be absent from duty due to a reaction which, in the opinion of the Director of Health Services, is directly attributable to an immunization, remuneration will be discussed on an individual basis. The words "other clinical procedures" refer to those covered by the Public Hospitals Act. The Hospital agrees to compensate probationary employees who are not covered by sick leave.
- (c) It shall be the duty of employees to notify the Hospital promptly of any change of address, telephone number, name, next of kin, marital status, and number of dependents in writing. Should an employee fail to notify the Hospital of a change of address, the Hospital shall not be held responsible for the failure of any notices which may be required under the terms of this agreement to reach such employees. Any such notices as are required herein shall be made by registered mail.
- (d) The compulsory retirement age for all employees will be 65 years of age and in keeping with the Hospital policy they must retire not later than the end of the month in which their 65th birthday falls. This policy may be altered by the Hospital.
- (e) It is recognized that the Hospital must deduct income tax and Canada Pension Plan and Unemployment Insurance Plan premiums as required by law. It is further recognized that it is a condition of employment for employees to enrol in such group plans as the Hospitals of Ontario Pension Plan and the Group Life Insurance Plan in accordance with the regulations of these plans. The Hospital shall provide the Association with copies of plan regulations and other details upon request.
- (f) Pay Days

All employees shall be paid every alternate Thursday for the fourteen (14) day period



ending at midnight on the previous Sunday. However, the Hospital reserves the right to change this time if circumstances dictate.

25.04 Termination of Employment

(a) Normally twenty-eight (28) calendar days notice in writing shall be given by either party to the other party when a termination is pending. The above specified notice will not be applicable in the case of termination for just cause. For temporary employees, written notice shall normally be given seven (7) days in advance by either party.

(b) In lieu of notice the Hospital may elect to pay the salary normally earned by the employee for the period for which notice would normally have been given.

(c) Pay on Termination

Employees leaving the service of the Hospital shall be paid on a normal payday which encompasses the pay period in which their last day of work is completed. Annual vacation adjustments will be made on such pay cheque if applicable.

(d) Return of Hospital Property

All Hospital property in the possession of the employee is to be returned to the Hospital prior to the employee's leaving. If such action is not completed by the employee he/she shall be billed for the value of the article including Hospital administrative costs.

(e) Termination Procedure

Upon ceasing to be employed, every employee who has been employed for six (6) or more months must meet the requirements of the Public Hospitals Act regarding medical examination or other clinical procedure.

Article 26 -Term

26.01 This agreement shall be in effect from April 1, 1993 and shall remain in effect until March 31, 1996.

26.02 Either party may within the period of ninety (90) days prior to March 31, 1996 give notice in writing to the other party of its desire to bargain for the renewal of the agreement or the making of a new agreement.

26.03 If either party gives the other notice in accordance with the provisions of 26.02 the parties shall meet within fifteen (15) days from giving of such notice or within such further period as the parties agree upon, and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

26.04 Should negotiations extend beyond the expiration date, this agreement shall not expire but shall continue in full force and effect until an agreement is reached or a decision is reached by a Board of Arbitration as provided for in the Hospital Labour Disputes Arbitration Act (Ontario) as amended.

26.05

Retroactivity

The Hospital agrees that any employee employed following April 1, 1993 and terminating prior to the date of implementation shall be entitled to retroactive pay. The Hospital will notify such employees by registered mail at their last address recorded with the Hospital and they will have thirty (30) days from the date of notification to claim retroactivity, failing which individual claims will be deemed to be abandoned.

The Hospital agrees to provide all employees with a breakdown of their retroactive pay including the number of hours paid and the applicable rate.

Signed at Weston, Ontario, this 17th day of February, 1995.

For the Hospital

Francis Hoda
M.D.
John J. Attwood
Chairman
S. Wolofsky
Mark Roth

For the Association

Lynn Keays
Luaine M. Plo
P. Coppicci
G. Be

Letter of Understanding
between
Humber Memorial Hospital
and
The Association of Allied Health Professionals: Ontario

RE: Sick Bank and Payout Provision of Previous Sick Plan

The parties agree that on January 1, 1986, the previously existing sick plan was transferred to HOODIP (or its equivalent) and that employees employed prior to that date had their accumulated sick leave days converted to a sick leave bank and credited to each employee. All provisions relating to the previously existing sick leave plan became null and void as of January 1, 1986, except those provisions relating to payout of unused sick leave benefits and the sick bank, all of which are specifically dealt with here:

- (i) The sick leave bank shall be **utilized** to supplement payment for sick leave days under the new plan which would otherwise be at less than full wages.
- (ii) Because payout provisions existed under the former sick leave plan in the collective agreement, payout shall be made on the termination of employment, or in the case of death, to the employee's estate. The amount of the payout shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which **he/she** participated which was as follows:

On the completion of five (5) but less than ten (10) years continuous service an employee upon termination of **his/her** employment shall be paid **25%** of the unused portion of **his/her** sick leave credits. Payment shall not exceed **thirty-six (36)** working days.

Upon completion of ten (10) years continuous service an employee upon termination of **his/her** employment shall be paid **50% of** the unused portion of **his/her** sick leave credits. Payment shall not exceed **forty-five (45)** working days.

Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his/her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and shall be entitled to the same cash out provisions as set out above providing he/she subsequently achieves the necessary service to qualify him/her for payout under the conditions of the sick leave plan in which he/she participated.

Because a payout provision existed under the former sick leave plan in the collective agreement, an employee who, as of the date of this transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for **loss** of wages, which together with the supplementation of the Hospital will equal 100% of the employee's net earnings to the limit of the employee's accumulated sick leave credits.

Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

- (iii) An employee who transfers from full-time to part-time may elect to retain his/her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan, or may elect cash payment privileges as provided under (ii) above.

Signed at Weston, Ontario, this 17th day of February, 1995.

For the Hospital

Marcia Hoda
MES/A
John J. Attard
[Signature]
S. Wolofsky
[Signature]

For the Association

Rynn Keays
Louanne Mills
P. Gonzalez
[Signature]

Letter of Understanding

It is understood and agreed that a portion of the percentage-in-lieu for part-time employees is attributable to pensions. In the event that it is determined that legislation requires the Hospital to provide part-time employees with access to the pension plan, such access will be provided to all part-time employees. The reduction, if any, in the percentage-in-lieu will be negotiated by the parties. Should the parties fail to reach agreement, then the matter will be referred to a Board of Arbitration.

Signed at Weston, Ontario, this 17th day of February 1995.

For the Hospital

Marca Hoda
J. H. / A
John J. Attard
Christy
S. Wolosky
Mark R. ...

For the Association

Lynn Keays
Louise Hill
P. Cappucco
E. ...

Letter of Understanding

The parties agree to meet through the Hospital/Association Committee to:

- i) review findings of the Committee established through the Central Bargaining process between the ONA and the OHA to identify opportunities for benefit cost containment, and
- ii) determine those opportunities which would be advantageous for the Hospital and the Association to pursue.

Signed at Weston, Ontario, this 17 day of March, 1995.

For the Hospital

Tracie Hoda
[Signature]
John J. Attard
[Signature]
S. Wolofsky
[Signature]

For the Association

Kevin Keays
[Signature]
P. Cappuccia
[Signature]
[Blank]
[Blank]

**Appendix A - Wage Rates
April 1, 1993 to March 31, 1996**

	Start	Year 1	Year2	Year 3	Year4	Year 5	Year 6
Psychologist April 1, 1993	\$27.70	\$28.89	\$30.08	\$31.26	\$32.45	\$33.65	\$34.85
Pharmacist April 1, 1993	\$23.76	\$24.64	\$25.52	\$26.39	\$27.27	\$28.16	\$29.06
Senior Audiologist April 1, 1993	\$22.75	\$23.62	\$24.52	\$25.47	\$26.40	\$27.37	\$28.35
MSW/Psychometrist Sociologist April 1, 1993	\$21.98	\$22.93	\$23.87	\$24.82	\$25.76	\$26.71	\$27.66
Speech-Language Pathologist/Audiologist April 1, 1993	\$21.67	\$22.49	\$23.35	\$24.26	\$25.14	\$26.07	\$27.00
Sr. Physiotherapist Sr. Occupational Therapist April 1, 1993	\$21.72	\$22.50	\$23.28	\$24.08	\$24.87	\$25.66	\$26.45
Dietitian/Kinesiologist Physiotherapist/ Occupational Therapist April 1, 1993	\$20.68	\$21.43	\$22.18	\$22.93	\$23.67	\$24.41	\$25.15
BSW/Relapse Prevention Specialist April 1, 1993	\$19.42	\$20.10	\$20.80	\$21.49	\$22.17	\$22.88	\$23.58
Addiction Counsellor April 1, 1993	\$17.04	\$17.66	\$18.28	\$18.90	\$19.52	\$20.14	\$20.78
Activation Co-ordinator April 1, 1993	\$16.04	\$16.57	\$17.11	\$17.68	\$18.26	\$18.87	\$19.49
Senior Pharmacy Technician April 1, 1993	\$14.53	\$15.02	\$15.50	\$15.98			
Jan 1, 1995	\$15.09	\$15.44	\$15.81	\$16.17	\$16.54	\$16.92	
Rehabilitation Assistant/ Intake Worker April 1, 1993	\$14.37	\$14.71	\$15.06	\$15.40	\$15.75	\$16.11	

**Appendix A -Wage Rates
April 1, 1993 to March 31, 1996**

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Pharmacy Technician							
April 1, 1993	\$13.35	\$13.80	\$14.23	\$14.67			
Jan 1, 1995	\$14.37	\$14.71	\$15.06	\$15.40	\$15.75	\$16.11	