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COLLECTIVE AGREEMENT

BETWEEN:

LONDON HEALTH SCIENCES CENTRE
{Victoria Campus}

(hereinafter called The "Employer")

OF THE FIRST PART

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220
(S.E.I.U., A.F. of L., C.I.O., C.L.C.)

(Hereinafter called "The Union")

OF THE SECOND PART

EXPIRY: MARCH 31, 1997

(FULL-TIME SERVICE UNIT)

10521(01)

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ARTICLE 1 - SCOPE OF AGREEMENT

- 1.01 The Employer recognizes the Union as the sole Collective Bargaining Agency for all employees of the Employer at its Hospital at London save and except professional Medical Staff, Graduate Nursing Staff, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dietitians, Student Dietitians, persons engaged in research work, Social Workers, Technical Personnel, Chief Engineer, Assistant Chief Engineer, Residence Director, Supervisors, Foremen, persons above the rank of Supervisor or Foreman, Office and Clerical Staff, Watchmen, Security Guards, Registered Nursing Assistants, Student Registered Nursing Assistants, persons regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods, persons engaged as temporary replacements for periods not exceeding six (6) months and persons engaged intermittently on call for periods not exceeding one hundred and four (104) hours during any calendar month.
- 1.02 For the purpose of clarity the term "Technical Personnel" includes Graduate and Undergraduate Speech Therapists, Physiotherapists, Occupational Therapists and Psychologists, and also Electroencephalographists, Electrical Shock Therapists, Autopsy Masters, Laboratory, Radiological, Pathological, Cardiological, Inhalation Therapy, Anaesthesia and Glaucoma Technicians and persons in training to become such Technicians, and Biomedical Equipment Technologists.
- 1.03 Further, for the purpose of clarity, the term "Office and Clerical Staff" includes
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Ward Clerks, Admitting Porter Clerks, information Clerks, Cashiers, Mail Clerk Messengers, Librarians, and Switchboard Operators.

ARTICLE 2 - GENERAL PURPOSE

2.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the Bargaining Unit.

ARTICLE 3 - REGULAR EMPLOYEE

3.01 Regular employees shall mean those employees in the Bargaining Unit regularly assigned to work the regular working week and who have completed a probationary period as set out in Article 3.02. Regular employees shall mean those employees who work more than twenty-four (24) hours per week and less than thirty-seven and one-half (37-1/2) hours per week on a regular basis and who have completed a probationary period, as set out in Article 3.02. The probationary period may be extended in the case of individual employees by mutual agreement between the Employer and the Union.

3.02 Probationary Period - An employee will be considered on probation until after he has completed forty-five (45) days of work in the full-time Bargaining Unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Hospital. Notwithstanding anything in this agreement, a probationary employee may be discharged at the sole discretion of and for any reason

satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

ARTICLE 4 - RELATIONSHIP

4.01 The Employer agrees that for the duration of the Agreement it will not enter into any other Agreement or contract with any of the employees in the Bargaining Unit, either individually or collectively, which will not conform to the provisions of this Agreement.

4.02 The Employer will supply the Union Committee members and Union Office with a list of the Management Committee, Foremen, Supervisors, and persons above the rank of Foreman and Supervisor in these Departments staffed by any member of the Bargaining Unit. Such list will be updated every six (6) months.

4.03 Employees excluded from the terms of this Agreement shall not normally be permitted to perform work on any job encompassed by the Bargaining Unit except in the following situations:

- a) When regular Bargaining Unit employees are not available.
- b) In any emergency.
- c) In the interest of safety.
- d) On experimental work.
- e) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
- f) In cases mutually agreed upon by both parties.

The use of volunteers shall not be expanded beyond the extent of existing

practice as of the date of this Award.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 There shall be no strikes or lockouts so long as this agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning set forth in the Labour Relations Act, as amended.

ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

The Union acknowledges that it is the exclusive function of the Employer to:

6.01 Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Management agrees, whenever feasible, to inform the Union of changes in rules and regulations directly affecting employees' working conditions before notices are posted.

6.02 Hire, discharge, direct, assign, transfer, promote, demote, discipline, or retire employees, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee within the Bargaining Unit who has completed his probationary period has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.

6.03 To successfully operate the Hospital as a public institution intended to provide adequate Hospital and Clinical Services to patients in a manner consistent with the obligation of the Hospital to the general public in the area which will not be

interfered with by this Agreement.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Employer acknowledges the right to the Union to appoint or otherwise select the Union Committee of up to six (6) employees. The Employer will recognize and deal with the Union Committee on any matter arising out of this Agreement including the settlement of complaints and grievances and will negotiate and deal with the Union Committee with respect to the negotiations for a renewal of any Collective Agreements, It is also agreed that separate meetings will be held for complaints or grievances and negotiations for a renewal of any Agreement.
- 7.02 The Employer acknowledges the right of the Union to appoint or otherwise select stewards on the basis of one (1) steward for each twenty-five (25) employees in the Bargaining Unit.
- 7.03 The Union acknowledges and agrees that members of the Union Committee and stewards have regular duties to perform in connection with their employment and that only such times as will not interfere with the performance of duties of employment can be granted by the Hospital supervising staff.
- 7.04 The Union Committee member or steward will first obtain the Supervisor's permission which will not be unreasonably withheld, before undertaking Union business which would normally not be conducted after the employee's regular shift. When such Union business has been completed, the employee will advise the Supervisor.
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- 7.05 (a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to his attendance at Union/Management meetings, and contract negotiation meetings between the parties up to and including conciliation whether on or off the Hospital premises, for which permission has been granted. Designated Union Committee members involved in negotiation meetings will not be expected to report for duty on the day negotiations are held.
- (b) Up to three (3) members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall, for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under Section 45 of the Labour Relations Act with representatives of the Hospital, whether *on or* outside the Hospital premises, for which permission has been granted.
- (c) For any unpaid time off from regularly scheduled working hours under this provision, the Union Committee member's salary and applicable full time benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable full time benefits.
- 7.06 It is agreed that any two (2) of Local 220 Union Representatives may be present with the Union Committee at any meetings with the Employer.
- 7.07 The Union shall keep the Employer notified in writing of the names of the
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members of the Union Committee and stewards and will keep such a list up to date at all times.

7.08 The Union Committee and the Employer shall meet each month at times mutually agreed on providing there is business for their joint consideration, Necessity for a meeting will be indicated by letter for either party to the other containing an agenda of the subjects to be discussed. Such meeting will be held within ten (10) working days after one party notifies the other.

7.09 One of the items which this Union/Management committee may discuss is the possible ways and means of avoiding or minimizing potential adverse affect upon employees in the bargaining unit as a result of restructuring. In its deliberations the parties may consider:

- i) identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- ii) identifying and seeking ways to address the retraining needs of employees
- iii) identifying vacant positions within the part time or full time service units for which surplus members of the bargaining unit might qualify, or such part time or full time service positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
- iv) undertaking reviews of the Hospitals' contracting out activity.

7.10 To allow this Union/Management committee to carry out its role under this Article, the Hospital will provide the committee with pertinent financial and

staffing information and a copy of any reorganization plans which impact on the bargaining unit,

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the immediate supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the immediate supervisor to attempt to adjust his complaint.

8.03 A grievance of an employee properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his Department Head or designate. The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the agreement which are alleged to have been violated. The Department Head or designate will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Director of Labour Relations or his designate who will deliver a decision in writing within five (5) calendar days of his receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties, Failing settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within five (5) calendar days following the decision under Step No. 2, the grievance must be submitted to the Vice-President of Human Resources or his designate to be discussed at a meeting between the Vice-President of Human Resources or his designate, the said Steward, the grievor(s), and the Union Committee within five (5) calendar days of receipt of the grievance. Either party

may have assistance from outside the Hospital at this stage if desired. The Vice-President of Human Resources or his designate shall give his written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

8.04 Policy Grievance - A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 3 within ten (10) working days, it may be submitted to Arbitration in accordance with Article 9. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute, and the regular grievance procedure shall not be thereby by-passed except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

8.05 Discharge Grievance - A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 3 within ten (10) calendar days of the employee being notified of his discharge,

Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital, and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

8.06 Group Grievance -Where two or more employees have grievances of a similar nature, and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the grievances, The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

8.07 Where an employee has a grievance arising out of job posting provisions under Article 25, which involves a position outside of the employee's department, layoffs or recalls under Article 11, such grievance shall be submitted at Step 2 of the grievance procedure within ten (10) calendar days of the circumstances giving rise to the grievance.

8.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

8.09 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward

or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.

ARTICLE 9 - ARBITRATION

- 9.01 If the Hospital or the Union requests that a grievance be submitted to Arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to Arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify, or add to any of the provisions of this Agreement or to substitute any new
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provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

9.06 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

9.07 The time limit set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provision of Section 48(16) of the Labour Relations Act.

ARTICLE 10 - SENIORITY

10.01 Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer since the date he was last hired into this Bargaining Unit. Seniority will be based upon the time the employee spends within the Bargaining Unit and that any time spent outside the Bargaining Unit will not count towards seniority in the Bargaining Unit. Seniority will not mean all time spent with the Employer, only the time spent in the Bargaining Unit where the Collective Agreement is

in force.

10.02 In cases of promotion, demotion, transfer (other than appointments to positions outside the scope of the Bargaining Unit and other than movements caused by a layoff or recall), seniority shall prevail provided the senior employee possesses the necessary qualifications and ability to perform the work available.

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

- (a) has been laid off for twenty four (24) calendar months;
 - (b) resigns;
 - (c) is discharged and not reinstated through the grievance and arbitration procedure;
 - (d) is retired;
 - (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital for the absence.
 - (f) If an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail to his last address *on* the records of the Hospital;
 - (g) fails to return to work upon the expiration of a leave of absence granted by the Hospital without permission in writing from the Hospital.
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- 10.04 Seniority lists of employees as of January 1st according to the records of the Hospital will be posted on the official Union bulletin boards in the Hospital on or before February 1st of each year. Seniority lists of employees as of July 1st according to the records of the Hospital will be posted on the official Union bulletin boards in the Hospital on or before August 1st of each year.
- 10.05 The Employer will supply copies of the seniority lists to the Union Committee, the Union Stewards, and the Local Union Office.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 For the purpose of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer in the Bargaining Unit since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) calendar days (except maternity and adoption leave) or illness or accident in excess of six (6) months, and periods of layoff.
- 11.02 In the event of layoff, the Hospital shall lay off employees in reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- An employee who is subject to layoff shall have the right to either:
- (a) accept the layoff; or
 - (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can
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perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within seven (7) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

- (c) For greater clarity, in exercising a right to displace another employee in accordance with the provisions described in (a) and or (b) above, a laid off or displaced employee who seeks to displace an employee in a classification which required the incumbent to hold a certificate or license, such employee must currently hold any such certificate or license and must present such certificate or license to the designated Hospital representative at the time of interview for such classification.

- 11.03
- (a) There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.
 - (b) In the event of a layoff of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in
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accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

- 11.04 In all other cases of layoff, the Hospital shall give each employee in the Bargaining Unit who has acquired seniority one (1) week's notice provided, however, such notice shall not be required if the layoff occurs because of emergencies - for example, fire, power failure, act of God, equipment breakdown, or any other condition beyond the reasonable control of the Hospital.
- 11.05 Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in 11.02 above, for a period of twenty four (24) calendar months or less, in the order of their seniority, provided that he then has the ability to perform the available work.
- 11.06 No new employee shall be hired in the classifications in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.
- 11.07 In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date in which
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the layoff occurs. The employee may, if possible, under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 12 - UNION SECURITY

12.01 The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions;

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
 - (c) Union dues will be deducted from the employees' pay on the first pay of each month, and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the last day of the same month.
 - (d) The Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those
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employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications, and dates of hire of those employees hired in the preceding month.

12.02 Regular monthly Union dues referred to in this article shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

12.03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

12.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without the loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the Orientation program.

12.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 The normal hours of work shall average thirty-seven and one-half (37 1/2) hours per week over the scheduling period, seven and one-half (7 1/2) hours daily exclusive of unpaid meal period. This means that employees must report

to their respective supervisors, in uniform where applicable, ready for work at the designated hour and place and remain, in uniform where applicable, for the full shift.

13.02 (a) Subject to 13.02(b) below, all authorized time worked in excess of seven and one-half (7 1/2) hours a shift or in excess of the averaged hours over the scheduling period, shall be paid at the rate of one and one-half (1 1/2) times the employee's basic straight time hourly rate of pay.

(b) It is understood and agreed that where Engineers are required to work eight (8) hours in a day, they will be paid for such time at the regular straight time rate of pay.

13.03 It is understood that overtime must be authorized by the Department Head before overtime rates become effective.

13.04 The Employer will, whenever practicable, arrange work schedules so that days off will be on a rotation basis of not more than six (6) working days between days off.

13.05 Work schedules shall be posted at least twenty eight (28) days in advance. The Employer will notify the affected employees of any changes therein resulting from sickness, emergency situations and such other factors, and in any event, the Employer will endeavour to keep such changes to a minimum.

13.06 On a rotation of shifts in accordance with the regular schedule, there shall be an interval of fifteen (15) hours prior to the commencement of the next shift or time and one-half (1 1/2) shall be paid for all authorized hours worked during

such fifteen (15) hour periods.

- 13.07 It is agreed that regular work schedules shall not include split shifts. In cases of emergencies when the employee is required to work a split shift, overtime rates shall be paid for those authorized hours worked after the end of the regularly scheduled shift.
- 13.08 The Employer will endeavour to distribute overtime evenly among all regular employees within a Department who normally perform the work.
- 13.09 Exceptions to the scheduling requirements in this article which are requested by an employee and approved by the Employer shall not result in any overtime or premium payment to the employee who requested the exception.

ARTICLE 14 - REST PERIODS

- 14.01 Regular full-time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7 1/2) hour shift.
- Other employees, including employees who work shifts in excess of seven and one-half (7 1/2) hours shall be entitled to a paid rest period of fifteen (15) minutes each for each three and three quarter (3 3/4) hours of work during their shift.

ARTICLE 15 - WAGES

- 15.01 The wages of employees shall be those set out in Schedule "A" attached hereto, which shall form part of this Agreement.
- 15.02 The Employer agrees to pay and the Union agrees to accept the wage rates set

forth in Schedule "A" attached to and forming part of this Agreement.

- 15.03 The Employer agrees that wages shall be paid on a regular pay day being every second Friday, but when interfered with by the occurrence of a Paid Holiday, employees will be paid on the previous day.
- 15.04 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.
- 15.05 Charge I-lands so designated, shall receive in addition to the regular straight time rate of pay prescribed in Wage Schedule "A" \$0.40 per hour. Effective

May 17, 1991, Charge Hands so designated with the exception of Charge Orderlies shall receive in addition to their straight time hourly rate of pay \$0.60 per hour and effective January 19, 1992, \$0.70 per hour.

ARTICLE 16 -SUPERVISORY PREMIUM

16.01 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a supervisory classification outside the Bargaining Unit, for a period in excess of one half of one (1) shift, the employee shall be paid ten per cent (10%) in excess of his current wage rate for all hours so worked in such supervisory position not to exceed the current rate of the supervisor being relieved.

ARTICLE 17 -TRANSFERS

17.01 When an employee transfers from one department or classification to another where the wage scale is equal to or higher in the new class, he or she shall be paid at the rate set out in the wage schedule for such department or classification so that he or she will not be earning less money than prior to the transfer.

17.02 When an employee is assigned by the employer to perform the job requirements of a higher paid classification than his own, he shall be paid at the rate of the higher classification for all hours worked.

17.03 When an employee is temporarily transferred to a lower classification such employee shall receive the rate of pay he or she was receiving prior to the transfer.

ARTICLE 18 - REPORTING PAY: CALL-BACK PAY: STANDBY PAY

- Employees who report for any scheduled shift will be guaranteed at least three and three-quarter (3 3/4) hours of work, or if no work is available, will be paid at least three and three-quarter (3 3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.
- 18.02 (a) An employee called back to work after leaving the premises who reports to work outside his normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at time and one half (1 1/2) his regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.
- (b) In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 18.02(a).
- 18.03 Any employee who is called in to work as a replacement for an absent employee, after that employee's shift has started, will be paid for the full shift.
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- 18.04 An employee who is called upon as a replacement for an absent employee after the absent employee's shift has started, shall be paid from the time the employee started on the absent employee's shift to the completion of the absent employee's shift.
- 18.05 Call-backs to and from the Hospital shall be paid in total by the Employer as follows:
- LTC Bus - Fare paid in full;
 - Personal Auto - Five Dollars (\$5.00) per round trip;
 - Taxi Service - Fare paid in full upon submission of appropriate receipts,
- 18.06 Standby Pay - The Employer agrees to pay \$2.10 per hour to employees required to standby or remain available for call-in duty. Standby pay shall cease where the employee is called in to work under Article 18.02 and works during the period of standby.

ARTICLE 19 - SHIFT PREMIUM AND WEEKEND PREMIUM

- 19.01 It is agreed that a shift premium of \$0.45 per hour will be paid for all hours worked during each shift which commences or ends between 2200 hours and 0200 hours.
- 19.02 Shift premium shall not be included in the computation of overtime or the premium pay received on a Paid Holiday.
- 19.03 Effective the first full pay period following January 19, 1990, an employee shall be paid a weekend premium of forty-five (45) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If the employee is receiving premium pay pursuant to another provision in the Collective
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Agreement with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

ARTICLE 20 -HEALTH AND WELFARE

20.01 Effective the first billing period following January 19, 1989, the Hospital shall pay 100% of the premium cost of the Semi-Private Insurance Plan in effect.

20.02 The Employer will pay 100% of the billing rate of the Ontario Health Insurance Plan.

Those eligible include all members of the Bargaining Unit who are enrolled in this Plan with the Employer in accordance with their provisions and who are on the active payroll of the Employer.

20.03 Effective the first billing period following January 19, 1989, the Hospital shall pay 100% of the premium cost of the Group Life Insurance Plan in effect and plan modified to provide for two (2) times annual salary in coverage.

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

20.05 The Employer agrees to pay 75% of the billed rate of the Blue Cross Extended Health Care Plan (\$10/\$20 deductible) for all Bargaining Unit employees who are enrolled in the Plan subject to its provisions. Coverage includes hearing aids (maximum \$300.00 per person) and vision care (maximum \$60.00 every twenty four (24) months). The coverage for private duty nursing shall be limited

to ninety (90) eight hour shifts in any calendar year.

Effective the first billing period following ratification, hearing aid coverage will be increased to a maximum of \$400.00 lifetime and vision care will be increased to a maximum of \$90.00 every 24 months.

20.06 The Hospital shall contribute 75% of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross No, 9 - current O.D.A. Schedule or its equivalent) in the active employment of the Hospital, and such employees shall pay the remaining premiums through payroll deduction.

20.07 While it is understood that the employer may at any time substitute another Carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased, before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

ARTICLE 21 - SICK LEAVE

21.01 The Hospital will pay seventy-five per cent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose to transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be

deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first of the month following the transfer, the existing sick leave plan shall be terminated, and any provisions relating to such plan shall be null and void except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out;
- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing, and he shall be entitled, on

termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

21.02 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.

21.03 Employees shall notify their Department Head or designated representatives of the Employer at least one (1) hour prior to start of a shift on the first day of illness unless the employee has a good reason for being unable to provide such notice. An employee who has been ill up to and including five (5) working days must report to the Occupational Health Nurse and complete a sickness report as set forth below. Upon completion of this report and after receiving clearance to return to work, the employee will be issued a return to work clearance slip from the Occupational Health Nurse which must be presented to the employee's Supervisor.

When an Occupational Health Nurse is not on duty, the employee may return to work without first receiving clearance from an Occupational Health Nurse but the employee must report to the Occupational Health Nurse on his/her next shift when an Occupational Health Nurse is on duty. Notwithstanding the foregoing, an employee who was absent with a communicable disease or an absence on workers' compensation, may not, in any case return to work without first obtaining clearance from an Occupational Health Nurse.

Notwithstanding the foregoing, the Hospital may require the employee to

provide proof of disability, satisfactory to the Employer, at any time in order to qualify for benefits under HOODIP, not to be administered unreasonably, The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a physician in the speciality concerned, and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that this opinion will be final, provided that within a period of not more than four (4) days following such examination the employee and/or the Union may make representation for the consideration of the physician concerned prior to release of his opinion. It is also agreed that the report of the specialist will be made available to the Union on request providing the "specialist" agrees.

- 21.04 Employees shall notify their Department Heads or designated representatives at least twelve (12) hours prior to returning from absences in excess of one (1) day, unless the Hospital agrees to waive this requirement.
- For absences of one (1) day or less employees shall notify the Department Head or designated representative at least two (2) hours before the commencement of their next scheduled shift or before the end of their preceding work day, of their intention to return to work on their next scheduled shift.
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21.05

VICTORIA HOSPITAL CORPORATION

SICKNESS REPORT

Name: _____ Employee No. _____

Department: _____

My uncertified sickness from

_____ (time) _____ (date)

To:

_____ (time) _____ (date)

was due to the following illness:

Give brief description of symptoms _____

Notification of my illness was given to at

_____ (time) _____ (date)

I hereby certify the above is a true statement and realize that disciplinary action may be taken if found to the contrary.

Date: _____

Signed: _____

21.06 In the event an employee is required to pay for a doctors certificate, the Hospital shall reimburse the employee fifty (50) percent of the expense upon production of a proper receipt. The Hospital shall reimburse the employee for the expense of having a medical examination where this is required pursuant

to the collective agreement or Provincial regulations.

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 of 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 be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that all payments will be refunded to the Hospital following final determination of 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.

Upon notification of a successful W.C.B. claim and receipt of monies by the Hospital, the employee's entitlement under the short term portion of HOODIP or equivalent plan will be reinstated to the extent that it was utilized to cover the per-approval period of the W.C.B. claim.

ARTICLE 22 - PAID HOLIDAYS

22.01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 22.04 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
* Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

* Effective 1989.

22.02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

22.03 Holiday pay is defined as the amount of regular straight time, hourly pay (7 1/2 hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

22.04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off.

22.05 An employee who qualifies under Article 22.04, and is required to work on any of the above-named holidays, will, at the option of the Employer, which shall take into account in its decision the request of the employee. receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half (1 1/2) times his regular straight time rate of pay in addition to his regular straight time rate of pay; or
- (b) pay at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

22.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

- 22.07 If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay
- 22.08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 22.09 The Employer will endeavour to grant all employees at least two (2) consecutive days off including Christmas Day or New Year's Day, having regard to efficient operation of the Hospital. The normal schedule will be waived for the period between December 15 to January 15 in order to facilitate the above.
- 22.10 An employee entitled to holiday pay shall not receive sick leave pay to which he may otherwise have been entitled.

ARTICLE 23 -VACATIONS

- 23.01 Employees working for the Hospital in the twelve-month period preceding March 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:
- (a) Employees who have completed less than one (1) year of continuous service as of March 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four per cent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the

pay period immediately preceding March 31st.

(b) An employee with more than one (1) year of continuous service but less than eight (8) years of continuous service as of March 31st, 1989, shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate. An employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of March 31, 1991, shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.

(c) An employee with more than eight (8) years of continuous service but less than fifteen (15) years of continuous service as of March 31, 1989, shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.

An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of March 31, 1991, shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.

(d) An employee who has completed more than fifteen (15) years of continuous service but less than twenty five (25) years of continuous service as of March 31, 1989, shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate,

(e) An employee who has completed more than twenty five (25) years of continuous service as of March 31st, 1989, shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

- 23.02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, taking into account adequate coverage of departments. If there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request is submitted in accordance with the requirements of his department. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer, It is understood that all vacation entitlements which shall be calculated as at March 31st of each year, must be posted on or before May 1st in any year.
- 23.03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Worker's Compensation), leaves of absence, or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.
- 23.04 An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due to him at the time of his termination as provided herein.
- 23.05 Vacations shall not be cumulative from year to year.
- 23.06 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days

prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.

23.07 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation shall have his vacation rescheduled after all other vacation periods have been granted in accordance with Article 23.02, providing the employee provides satisfactory evidence to his department head of such illness. If during the employee's vacation he/she becomes incapacitated and is confined to bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled in accordance with Article 23 02. The employee is responsible for notifying the department head of such incapacitation when it occurs. The employee may be required to justify the illness in writing to the Hospital's Occupational Health Physician.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 Personal Leave - The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event, at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An

employee will be credited with seniority during an unpaid leave of absence up to a maximum of one (1) month.

24.02 Pregnancy Leave

- (a) In accordance with the provisions of the Employment Standards Act, except where amended in this provision, an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of seventeen (17) weeks immediately preceding the expected birth date

An employee on leave as set out above who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The employee shall give her Employer four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which her delivery will occur in his opinion. An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer four (4) weeks' notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Employer may request the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy. The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her

employment following the leave of absence.

Credits for service and seniority shall accumulate while an employee is on pregnancy leave for up to seventeen (17) weeks from the commencement of the leave. The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions if any.

No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks' prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

b) Parental Leave

An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision

An employee who has taken a pregnancy leave under Article 24.02 (a) is

eligible to be granted a parental leave of up to eighteen (18) weeks duration in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration. consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

Effective May 7, 1991. on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave as set out above who has applied for and is in receipt of Unemployment Insurance Parental Benefits pursuant to Section 20 of the Unemployment Insurance Act, 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 the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's

Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance 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 her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

Credits for seniority and service shall accumulate for a period of up to eighteen (18) weeks' while an employee is on Parental Leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contribution if any.

An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the Parental Leave of Absence. Subject to any changes to the

employee's status which would have occurred if she had not been on parental leave the employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

24.03 Bereavement Leave In the event of the death of an employee's parents, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, and upon notification to the Hospital an employee shall be granted three (3) consecutive working days off without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of death. Where an employee does not qualify under the above noted conditions, the Hospital may none the less grant a paid bereavement leave. The Hospital in its discretion, may extend such leave with or without pay."

24.04 Union Leave of Absence - Leave of absence for Union business shall be given without pay provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) not more than four (4) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department;
- (b) no one such leave of absence shall extend beyond two weeks;
- (c) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;

(d) such request shall state the general nature of the function to be attended

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

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

24.06 Education Leave

- (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (c) A leave of absence without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the Hospital. It is further understood and

agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of the employees attending courses or seminars to permit such attendance.

24.07 Effect of Leave of Absence - In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage. Notwithstanding the above, where an employee is in receipt of (i) sick pay benefits under the Hospitals of Ontario Disability Income Plan, or (ii) is in receipt of, or has qualified for and is awaiting payment of Workers' Compensation Benefits for an absence in excess of thirty (30) continuous calendar days:

- (a) In the case of (i) above, seniority shall continue for a maximum of twelve (12) months and in the case of (ii) above, seniority shall continue for a maximum of eighteen (18) months.
- (b) The Hospital will maintain its share of subsidized employee benefits for a maximum period of fifteen (15) weeks from the first day of the absence.

The provisions of (b) above will only apply once for any disability or disabilities which qualify an employee for Workers' Compensation Benefits caused by the same injury.

ARTICLE 25 - POSTING NOTICES OF VACANCIES

25.01 In order to ensure that employees are given the opportunity of applying for interdepartmental transfers or promotions, the Employer agrees to comply with the following procedures:

The Employer shall post all vacancies or new jobs on bulletin boards for a period of five (5) calendar days unless in the President's judgement, an emergency exists that does not allow sufficient time for this procedure to be followed. Employees shall have the right to bid on such vacancies or new jobs and the Employer shall first consider such applications, and the decision with regard to them shall be based primarily upon the qualifications, skill, ability, experience and suitability for the particular vacancy or new job of the employee concerned. Where these factors are equal the applicant with the greatest seniority will be given preference provided he is qualified to perform the job.

25.02 If no applications to fill such vacancy or new job are received from employees, or if the applicants or applications are not considered to be suitable for such vacancy or new job, then the Employer will fill the vacancy in any manner it sees fit.

25.03 The Hospital will post the names of the successful candidates for posted positions.

25.04 An employee selected as a result of a posted vacancy need not be considered

by the Hospital for a further vacancy for a period of up to six (6) months from the date of his appointment to the posted position

ARTICLE 26 -GENERAL CLAUSE

- 26.01 Food must not be consumed in other than designated areas.
- 26.02 Premium payments under any of the terms of this agreement shall not be duplicated or pyramided for the same hours worked.
- 26.03 Access to Personal File - An employee shall, upon written request made a reasonable time before the time of viewing, have an opportunity to view his personal file in the presence of the Director of Personnel or his designate. The information the employee may review will be:
- (i) application form;
 - (ii) written evaluations;
 - (iii) formal disciplinary notations;
 - (iv) incident reports put into the file after January 18, 1982.
- 26.04 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.
- 26.05 It is the employee's responsibility to provide the Hospital with his current home address and telephone number. If the employee fails to do this, the Hospital will not be responsible for failure to notify the employee for any purpose, including recall

ARTICLE 27 -JOB SECURITY

- 27.01 The Hospital shall not contract out any work usually performed by members of

the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

- 27.02 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the Bargaining Unit, The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable laws.

ARTICLE 28 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 28.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury, and illness.
- 28.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union

from amongst Bargaining Unit employees.

- 28.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- 28.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 28.05 Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 28.06 Any representative appointed or selected in accordance with 27.02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be granted, and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 28.07 The Union agrees to endeavour to obtain the full co- operation of its membership in the observation of all safety rules and practices.
- 28.08 Safety Shoes - The Hospital will provide sixty dollars (\$60.00) annually effective April 1, 1989, and eighty dollars (\$80.00) effective April 1, 1992 to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties. The Hospital will require employees performing the following functions to wear appropriate

safety footwear:

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

28.09 The employee shall be required to present to his Department Head or designate within two (2) weeks of receipt of the safety shoe allowance "proof of purchase" acceptable to the Hospital, e.g. a receipt indicating that he has purchased the appropriate safety footwear.

ARTICLE 29 - BULLETIN BOARDS

29.01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 30 - RETROACTIVITY

30.01 The wage increase shall be effective as and from the date specifically listed on a retroactive basis to all employees in the Bargaining Unit for all paid hours of employment. Any new employees shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last-known address, employees who have left its employ, to advise them of their

entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have notice from the Hospital in which to claim from the Hospital any adjustment to their remuneration entitlement. The retroactive payments shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification. All other adjustments shall be effective as set out specifically in this Collective Agreement

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall remain in effect to and including March 31, 1997, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

DATED AT LONDON, ONTARIO, THIS 20th DAY OF OCT 1998

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

January 23, 1987

Mr. C. P. Davidson
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Dear Mr. Davidson:

In accordance with the Arbitration Award of Mr. Arthur Kruger concerning the issue of Uniform Allowance this letter confirms that the Hospital will either continue to supply and launder uniforms for full-time staff required by the Hospital to wear uniforms for the duration of the agreement or to pay an allowance of \$7.00 per month to these employees. This letter shall be appended to the agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

c.c Jim Allender

January 23, 1987

Mr, C. P. Davidson
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Dear Mr. Davidson:

Re: Parking Charges

In accordance with the Arbitration Award of Arthur Kruger, this letter will confirm that the Hospital promises to consult the Union in advance of any changes in parking charges to members of the Full-Time or Part-Time Bargaining Units. This letter shall be appended to this agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

c.c. Jim Allender
David Bates

November 1, 1988

Mr. Ken McLeod
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Dear Mr. Macleod:

Re: "Controls" Function

In accordance with the Memorandum of Settlement signed November 1, 1988, this letter confirms that the Hospital shall grant a forty (40) cent per hour adjustment to three (3) third class Engineers in HVAC who have been trained in the "Controls" function. This letter shall be appended to the Collective Agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

c.c. Jim Allender
David Bates

November 1, 1988

Mr. Ken McLeod
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Re: Energy From Waste Plant Personnel

Dear Mr. McLeod:

In accordance with the Memorandum of Settlement signed on November 1, 1988, this letter confirms that the Hospital shall grant during the term of the Collective Agreement (i.e. until January 18, 1991,) an adjustment of forty (40) cents per hour to Engineering Staff and Building Services Staff assigned to the EFW Plant. This letter will be appended to the Collective Agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

c.c. Jim Allender
David Bates

SEIU FT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	6 mos	1 Yr	2 Yrs	3 Yrs
1							
2	<i>Non Certified Nsg. Assistant</i>	JAN 19/93	\$ 13.67		\$ 13.75	\$ 13.85	
	<i>Equipment Attendant - OR</i>	APR 01/93	\$ 13.81		\$ 13.89	\$ 13.99	
		APR 01/94	\$ 14.08		\$ 14.16	\$ 14.27	
		APR 01/95	\$ 14.22		\$ 14.30	\$ 14.41	
		APR 01/96	\$ 14.36		\$ 14.45	\$ 14.55	
3	<i>Cleaner</i>	JAN 19/93	\$ 14.23		\$ 14.33	\$ 14.44	
	<i>Porter Dietary</i>	APR 01/93	\$ 14.37		\$ 14.47	\$ 14.58	
	<i>Porter Nursing</i>	APR 01/94	\$ 14.66		\$ 14.76	\$ 14.88	
	<i>Porter Pharmacy</i>	APR 01/95	\$ 14.81		\$ 14.91	\$ 15.03	
	<i>Porter Laboratory</i>	APR 01/96	\$ 14.95		\$ 15.06	\$ 15.18	
	<i>Porter Distrib'n Services</i>						
	<i>Dietary Aide</i>						
	<i>Housekeeping Aide</i>						
	<i>Laboratory Aide</i>						
	<i>Ward Aide</i>						
	<i>Food Service Worker</i>						
4	<i>Storeskeeper</i>	JAN 19/93	\$ 14.36		\$ 14.43	\$ 14.55	
	<i>Physiotherapy Aide</i>	APR 01/93	\$ 14.50		\$ 14.57	\$ 14.69	
	<i>Vivarium Services Attendant</i>	APR 01/94	\$ 14.79		\$ 14.86	\$ 14.99	
	<i>O.T. Aide</i>	APR 01/95	\$ 14.94		\$ 15.01	\$ 15.14	
	<i>Pharm Distrib'n Assistant</i>	APR 01/96	\$ 15.09		\$ 15.16	\$ 15.29	
	<i>Linen Aide</i>						
	<i>RespiratoryTherapyAttendant</i>						
	<i>Dialy\PlasmaPheresisAssistant</i>						

SEIU FT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	6 mos	1 Yr	2 Yrs	3 Yrs
5	Senior Radiology Porter	JAN 19/93	\$ 14.30		\$ 14.41	\$ 14.63	
		APR 01/93	\$ 14.44		\$ 14.55	\$ 14.77	
		APR. 01/94	\$ 14.73		\$ 14.84	\$ 15.07	
		APR 01/95	\$ 14.88		\$ 14.99	\$ 15.22	
		APR 01/96	\$ 15.03		\$ 15.14	\$ 15.37	
PSA/TSA	Patient Service Associate (March 1997)		\$15.09		\$15.20	\$ 15.33	
	Technical Service Associate (March 1997)						
6	Pharmacy Storeskpr/Receiver Receiver	JAN 19/93	\$ 14.55		\$ 14.63	\$ 14.73	
		APR 01/93	\$ 14.69		\$ 14.77	\$ 14.88	
		APR 01/94	\$ 14.99		\$ 15.07	\$ 15.17	
		APR 01/95	\$ 15.14		\$ 15.22	\$ 15.33	
		APR 01/96	\$ 15.29		\$ 15.37	\$ 15.48	
7	Head Storeskeeper	JAN 19/93	\$ 14.64		\$ 14.73	\$ 14.82	
		APR 01/93	\$ 14.79		\$ 14.88	\$ 14.97	
		APR 01/94	\$ 15.08		\$ 15.17	\$ 15.27	
		APR 01/95	\$ 15.23		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.38		\$ 15.48	\$ 15.48	
8	Orderly Sterile Processing Aide Dialysis Technician (Mar27/98)	JAN 19/93	\$ 14.94		\$ 15.02	\$ 15.11	
		APR 01/93	\$ 15.09		\$ 15.17	\$ 15.26	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.48	

SEIU FT - Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	6 mos	1 Yr	2 Yrs	3 Yrs
9	<i>Float Orderly</i> Equipment Repair Attendant	JAN 19/93	\$ 15.10		\$ 15.20	\$ 15.31	
		APR 01/93	\$ 15.25		\$ 15.33	\$ 15.33	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.48	
10	Non Reg. Respiratory Technician	JAN 19/93	\$ 14.89		\$ 14.95	\$ 15.07	
		APR 01/93	\$ 15.04		\$ 15.10	\$ 15.22	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.48	
11	O.T. Assistant Physiotherapy Assistant Orthopaedic Technician O.T./P.T. Assistant	JAN 19/93	\$ 15.23		\$ 15.28	\$ 15.40	
		APR 01/93	\$ 15.33		\$ 15.33	\$ 15.40	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.40	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.40	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.55	
12	Student OP. Technician	JAN 19/93	\$ 14.26				
		APR 01/93	\$ 14.40				
		APR 01/94	\$ 14.69				
		APR 01/95	\$ 14.84				
		APR 01/96	\$ 14.98				
13	Cook's Helper Baker's Helper	JAN 19/93	\$ 14.29		\$ 14.37	\$ 14.49	
		APR 01/93	\$ 14.43		\$ 14.51	\$ 14.63	
		APR 01/94	\$ 14.72		\$ 14.80	\$ 14.93	
		APR 01/95	\$ 14.87		\$ 14.95	\$ 15.08	
		APR 01/96	\$ 15.02		\$ 15.10	\$ 15.23	

SEIU FT - Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	6 mos	1 Yr	2 Yrs	3 Yrs
14	Cook II Non Certified	JAN 19/93	\$ 14.79	\$ 14.91	\$ 15.02	\$ 15.12	
		APR 01/93	\$ 14.94	\$ 15.06	\$ 15.17	\$ 15.27	
		APR 01/94	\$ 15.24	\$ 15.33	\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33	\$ 15.33	\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48	\$ 15.48	\$ 15.48	\$ 15.48	
15	cook II Baker II	JAN 19/93	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/93	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/94	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/95	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/96	\$ 15.53	\$ 15.65	\$ 15.77	\$ 16.01	
16	Pharmacy Technician Vivarium Services Technician	JAN 19/93	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/93	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/94	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/95	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/96	\$ 16.82		\$ 16.88	\$ 16.94	\$ 17.01
17	Carpenter II Driver Groundskeeper	JAN 19/93	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/93	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/94	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/95	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/96	\$ 15.56		\$ 15.92	\$ 16.27	
18	Mechanic I Lic. Groundskeeper	JAN 19/93	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/93	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/94	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/95	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/96	\$ 15.65		\$ 16.00	\$ 16.40	

SEIU FT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	6 mos	1 Yr	2 Yrs	3 Yrs
19	Cook I	JAN 19/93	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
	BakerI	APR 01/93	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 01/94	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 01/95	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 01/96	\$ 15.65	\$ 15.77	\$ 16.00	\$ 16.40	
20	4th Class Engineer	JAN 19/93	\$ 17.33				
	Locksmith	APR 01/93	\$ 17.33				
		APR 01/94	\$ 17.33				
		APR 01/95	\$ 17.33				
		APR 01/96	\$ 17.50				
21	O.R. Technician	JAN 01/94	\$ 18.71		\$ 18.78	\$ 18.83	
		APR 01/95	\$ 18.71		\$ 18.78	\$ 18.83	
		APR 01/96	\$ 18.90		\$ 18.97	\$ 19.02	
22	Painter	JAN 19/93	\$ 17.77				
	Millwright	APR 01/93	\$ 17.77				
		APR 01/94	\$ 17.77				
		APR 01/95	\$ 17.77				
		APR 01/96	\$ 17.95				
23	3rd Class Engineer	JAN 19/93	\$ 18.91				
	Carpenter I	APR 01/93	\$ 18.91				
	Plasterer	APR 01/94	\$ 18.91				
	Machinist	APR 01/95	\$ 18.91				
	Chef	APR 01/96	\$ 19.10				
	*Locksmith						

SEIU FT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	6 mos	1 Yr	2 Yrs	3 Yrs
24	2nd Class Engineer	JAN 19/93	\$ 20.44				
	Plumber	APR 01/93	\$ 20.44				
	Electrician	APR 01/94	\$ 20.44				
	Steamfitter	APR 01/95	\$ 20.44				
	Sheet Metal Worker	APR 01/96	\$ 20.64				
	Refrigeration & A/C Mechanic						