COMBINED FULL-TIMERART-TIME

COLLECTIVE AGREEMENT

between

Peterborough Regional Health Centre

 $(herein after \, called \, the \, "Hospital")$

and

CUPE LOCAL #1943



Expires: September 28, 2001

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ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

The following provision will appear in all collective agreements where such temporary employees are in the bargaining unit, replacing any temporary employee provision that existed in the hospital's expiring collective agreement:

"Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 - Part-Time Commitment

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

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

2.03: 2.04 - Regular Part-Time Employee: Casual Employee

Any definition of a regular part-time employee or of a casual employee that existed in the hospital's expiring collective agreement will be continued as the concluding sub-section(s) of this Article.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - Union Activity on Premises and/or Access to Premises

"The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied."

6.02 - Labour-Management Committee

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

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

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

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

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

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

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

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

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

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

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

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

6.06 - Grievance Committee

"The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally."

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

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

Step No. 3

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

and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting."

- 7.04 "A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed."
- 7.05 "Where **a** number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance."
- 7.06 "The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
 - (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

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

7.07 "Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits."

- **7.08** "All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees."
- "When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman."
- 7.10 "No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance."
- 7.11 "No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure."
- 7.12 "The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement."
- 7.13 "The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned."
- **7.14** "Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board."
- 7.15 "The time **limits** set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act."
- **7.16** "Wherever Arbitration Board is referred to in the Agreement, the parties may **mtrally** agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 - ACCESS TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

The following will appear in all collective agreements and will replace any provision dealing with clearing of record that existed in the Hospital's expiring collective agreement:

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

"A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration."

9.02 - Definition of Seniority

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

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a.satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- is absent due to illness or disability for a period of thirty (30) calendar months **from** the time the disability or illness commenced."

9.04 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)

"Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or **any** approved absence paid by the Hospital, both seniority and service will accrue.
- During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay

its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits*, or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- Effective June 4, 1996, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been."

*Note: Add the words "or L.T.D. benefits" only in agreements providing L.T.D. benefits.

9.05 - Job Posting

The following provision Will appear in all collective agreements replacing any related provision that existed in the hospital's expiring collective agreement: (Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except **as** it relates to promotions and transfers that existed in the hospital's expiring collective agreement will be continued **as** the last paragraph of this Article).

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

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

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

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

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

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

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

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

9.06 - Tra and Seniority Outsit the Bargaining Init

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

 An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit."

Implementation Note:

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

9.07 - Transfer of Seniority and Service

The following provision will appear in all collective agreements where both full-time and part-time employees are represented by CUPE, and will replace any provision related to part-time Transfer of Service and Seniority that existed in the expiring collective agreement:

"Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

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

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

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

9.08 - Notice and Redeployment Committee

"(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of **a** position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the **Union** of any subsequent layoff.

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to **an** appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

(d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two **(2)** weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are

currently filled but which will become vacant within a twelve (12) month period and which are either:

- (a) within the bargaining unit; or
- (b) within another CUPE bargaining unit; or
- (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for **the** purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other **staff** groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate **as** may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) <u>Disclosure</u>

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union."

9.09 - Layoff and Recall

"An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

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

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

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

In the event **that** there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in

the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right **to** accept the layoff or displace another employee in accordance with **(a)** and **(d)** above.

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

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

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

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

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

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

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

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

9.10 - Benefits on Layoff

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

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

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule."

9.11 - Retraining

"(a) Retraining for Positions within the Hospital

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

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

(b) Placement

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

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

(c) Regional Redeployment Committee

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

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

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

9.12 - Separation Allowances

- Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars."

9.13 - Portability of Service

"An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the

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

9.14 - Technological Change

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present **methods** of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or *salary* rates during the training period of **any** such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting Out

"Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this

provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and
- in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement,"

10.03 - Contracting In

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11 01 - Work of the Bargaining Unit

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

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Jeave

"Written request for a personal leave of absence without pay will be considered on an

individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld."

12,02 - Union Business

"The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

12.03(a) Full-Time Position with the Union (This clause is applicable to full-time employees only)

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

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence,

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

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

12.03(b) Full-Time Position with the Union

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

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

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

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

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

12.03(c) Leave for OCHU President and Secretary-Treasurer

The following provision will replace the language under Article 12.03(c) - Leave for OCHU President that existed in the Hospital's expired collective agreement:

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

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

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

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

12.04 - Bereavement Leave

"Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death-of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex."

12.05(a) - Jury & Witness Duty

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

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

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

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

Where the Hospital is unable to reschedule the employee and, as a result, he is required to

attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above."

12.05(b) - Jury & Witness Duty (This clause is applicable to part-time employees only)

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

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

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

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

- Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of **a** legally **qualified** medical practitioner **stating** the expected birth date.
- The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the

Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- Subject to any changes to the employee's **status** which would have occurred **had** she not been on pregnancy leave, the employee shall be reinstated to her former duties, **on** the **same** shift in the same department, and at the same rate of pay."

12.06(b) - Pregnancy Leave

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

- "(a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards* Act, except where amended in this provision, The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she **shall** also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2)

weeks in advance thereof.

Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment* Insurance *Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

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

- "(a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and **a** person who is in a relationship of some permanence with a parent of a child and who intends to treat the child **as his** or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment* Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for **a period** of up to eighteen **(18)** weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07(b) - Parental Leave

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

- "(a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards* Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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(e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

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

12.08 - Education Leave

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

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

12.09 - Pre-Paid Leave Plan

"Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tex Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date: of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** years of salary deferral, 20% of the employee's **gross** annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from **the** plan,
- 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,
- All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.

- (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 practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (1) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) 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 prepaid leave program will be appended to and form part of the written agreement."

ARTICLE 13 - SICK LEAVE INJURY & DISABILITY

13.01 - HOODIP

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

- "a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.
 - The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan **as** described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the

payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service.

- Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except **as** to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- Existing sick leave **credits** for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - 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,
 - where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- 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 WSIB benefits.

- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee."

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

13.02 - Injury Pay

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

13.03 - Payment Pending Determination of WSIB Cla (FT)

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

ARTICLE 14 - HOURS OF WORM

14.01 - Daily & Weekly Hours of Work

Any provision related to the specification of the number of daily & weekly hours of work that existed in the hospital's expiring collective agreement, will be continued as Article 14.01.

14.02(a) - Rest Periods

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

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

14.02(b) - Rest Periods (PT)

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

"Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (33/4) hours of work."

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Any provision related to the definition of overtime hours that existed in the hospital's expiring collective agreement, will be continued as Article 15.02.

15.03 - Overtime Premium and No Pyramiding

"The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

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

15.04 - Time Off in Lieu of Overtime

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has

earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days."

15.05 - Reporting Pay

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

15.06 - Call-Back

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

15.07 - Standby

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

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

1508 - Temporary Transfer

"Where an employee is assigned temporarily to perform the duties **and** assume the responsibilities of a higher paying position in the bargaining unit for **a** period in excess of one-half (½) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he **was** assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (½) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment."

15.09 - Shift and Weekend Premium

"Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked

between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties."

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

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

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

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

16.02 - Definition of Holiday Pay and Oualifiers

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

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

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

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

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

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

"If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE:

Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix."

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

The holidays listed in the part-time local Appendix for the purposes of Article **16.03(b)** shall be: the same holidays as are listed in the full-time **Local** Provisions Appendix.

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

16.04 - Payment for Working Overtime on a Holiday

"Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime."

ARTICLE 17 - VACATIONS

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

The following provision will appear in all Collective Agreements replacing any provision related to full-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior condition:

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

An employee who has completed two (2) years but less **than** five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five **(5)** years but less than fifteen **(15)** years of continuous service shall be entitled to four **(4)** weeks annual vacation, with pay.

An employee who has Completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay,

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of

pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence."

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment (The following clause is applicable to part-time employees only)

Any provision related to part-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement will be continued in Article 17.01(b) except as amended by the September 29, 1989 improvements in the four, five, and six week entitlement for full-time employees plus the equivalent time off.

In addition, the following provision will appear in all collective agreements replacing any provision related to progression on vacation schedule (part-time) that existed in the hospital's expiring collective agreement:

Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work During Vacation

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

17.03 - Illness During Vacation

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

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

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

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

17.04 - Bereavement During Vacation

The following will appear in all collective agreements and will replace any provision dealing with bereavement during vacation that existed in the Hospital's expiring collective agreement:

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

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

- (a) The Hospital agrees to pay **100%** of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September **28**, **1993** or comparable coverage with another carrier.
- The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25,00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect

as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

(f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union."

18.02 Change of Carrier

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

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

18.03(a) - Pension

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

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

18.03(b) Retirement Allowance

"Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

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

18.04 - Benefits for Part-Time Employees

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 • Protective Footwear

The following provision will replace the language that existed in the Hospital's expired collective agreement:

"Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix."

ARTICLE 20 - COMPENSATION

20.01 (a) - Job Classification

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

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

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

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

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

20.01(b) - Job Descriptions

The following will appear in all collective agreements **and** will replace any provision covering job descriptions that existed in the Hospital's expiring collective agreement:

"A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this

collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01(a) above."

20.02 - Assignment of Duties From Another Classification

"Where the Hospital revises the job content of **an** existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months."

20.03 - Promotion to a Higher Classification

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

20.04 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated **as** 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed August 27, 1999.

20.05 - Progression on the Wage Grid (The following clause is applicable to part-time employees only)

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

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

ARTICLE 21 - HOSPITAL OPERATING PLAN

- (a) "The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- Where the Hospital experiences unforeseen circumstances such that will necessitate (b) changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- In furtherance of the foregoing, the Hospital agrees to provide to the Union in a (c) timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- It is understood that employee time spent at meetings with the employer in pursuance (d) of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable."

ARTICLE 22 - DURATION

22.01 - Term

"This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2001. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

22.02 - Central Bargaining

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

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

Dated at Peterborough, Ontario, this	day of	2000.	
FOR THE LOCAL UNION	FOR	THE HOSPITAL	
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LOCAL

COLLECTIVE AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

C.U.P.E., LOCAL #1943

Expires: September 28, 2001

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- *ManagementRights
- *Statement of Religious Purpose
- *Recognition
- Union Membership
- •Dues Deduction and Remittance and Dues Lists
- *Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- *UniformAllowance
- *SickLeave Administrative Provisions
- •Transfer to Lower Paying Classifications
- •Designation of Specific Holidays
- •Administrative Provision re Payment of Wages
- •Meal Allowances
- *BulletinBoards
- *MileageAllowance
- *Communication to Union
- Vacation Administrative Provisions
- •Pay Day
- *HealthSafety
- Protective Footwear

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

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APPENDIX OF LOCAL PROVISIONS

A. MANAGEMENT RIGHTS AND FUNCTIONS

The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively by the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, assign employees to shifts, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure:
- (c) Establish and enforce rules and regulations, policies and practices to be observed by employees, provided that they are not unreasonable nor are inconsistent with the provisions of this Agreement:
- (d) Generally to manage and operate the Employer in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in the Agreement.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

B. MANAGEMEN GRIEV IC

It is understood that the Employer may bring forward at any meeting with the Grievance Committee any complaint or grievance with respect to the conduct of the Union, its officers, committeemen, or with respect to the conduct of the employees generally and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

C. RECOGNITION

The Employer recognises the Union as the sole and exclusive bargaining agent for all of its employees, save and except supervisors and foremen, persons above such rank, medical staff, professional and technical staff, office and clerical staff, and persons bound by subsisting Collective Agreements.

D. UNION MEMBERSHIP

The Union agrees that any employee to whom this Collective Agreement applies may exercise or may refrain from exercising his right to become a member of the Union or cease to be a member of the Union.

E.(1) DUES DEDUCTION

The Employer agrees that, as a condition of employment, it will deduct from each pay for all employees subject to the terms of this Agreement, whether a member or non-member, a sum equivalent to the regular dues, and to remit such dues to the Treasurer of the Union. It is understood that the Union will give the Hospital one (1) month's notice in writing of any change in the amount of dues.

The Ernployer agrees that it will provide the number of hours worked by part-time employees, and forward this information to the Treasurer of the Union.

The Union and its membership agree to hold the Hospital completely harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted,

E.(2) ADDRESS AND TELEPHONE NUMBERS

The Employer will provide the Union with a list of addresses in both the full-time and part-time bargaining units within 30 days of this award and every April 1st thereafter unless an employee notifies the employer in writing that he/she does not wish that his/her address be made known to the Union.

F.(1) NEGOTIATING COMMITTEE

The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six (6) employees plus the President of the Local and no more than one (1) member from any one (1) classification, and will recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

F.(2) GRIEVANCE COMMITTEE

For the purposes of Article 6:06, the President of the Local or his designee shall be one of the members of the Grievance Committee.

F.(3) ASSISTANCE OF THE UNION

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, who shall have access to the Hospital premises by prior advice and approval of the Executive Director or his designee, in order to investigate or assist in the settlement of grievances.

F.(4) UNION STEWARDS

The Union will provide for Stewards, to be elected from the Union Membership to act in the following locations in the Hospital:

(a)	Chief Steward	2		one from each site
(b)	Building Services	2	•	one from each site'
(c)	S.P.D.	1		
(d)	Housekeeping	2		one from each site
(e)	Registered Practical			
	Nurse	4		two from each site
(f)	Nutrition Services	2		one from each site
(g)	Ambulance	2		
(h)	Other (not included			
	In above	2		one from each site

G.(1) HOURS OF WORK AND WORKING CONDITIONS

a) The hours and days of work **for** each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the agreement of the employee. There will be no split **shifts.** No employee shall be compelled to work more than seven (7) consecutive days unless otherwise mutually agreed.

Equitable distribution of scheduled and call-in hours will only apply to those parttime employees who have not unduly restricted their availability.

- b) If the Employer cancels a shift, at least sixteen (16) hours notice will be given. If less than sixteen (16) hours notice is given, the employee will be paid at the rate of time and one-half (1 ½) their regular straight time rate of pay for an equal number of hours on their next shift worked.
- c) Employees who work greater than two (2) hours overtime shall be provided with a meal or five dollars (\$5.00) if the employer is unable to provide a meal.
- d) Shift shall be defined as seven and one-half (7 ½) hours. Tours and shifts shall be deemed to have the same meaning.

G.(2) DAYS OFF

The Employer will make every reasonable effort to schedule days off for employees on the basis of two (2) at each time.

In scheduling shifts, the Employer will schedule so as to provide a minimum of one (1) weekend off in every two (2) week period. Where every other weekend is not

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granted, time worked shall be paid at the rate of time and one-half (1 ½). This provision does not preclude arrangements to work more frequent weekends by mutual agreement between the Employer and the Union, nor is it intended to exclude existing schedules which provide for every Saturday and Sunday off.

For all part-time employees, the Employer will either schedule one consecutive Saturday and Sunday off every twenty-one (21) days or, in lieu thereof, pay the employee at the rate of time and one-half (1 ½) for all hours worked on such third weekend of work.

Employees shall be allowed the trading of days off with another employee of their own status with the consent of the Department Head. Such mutual exchange would not require the Employer to pay overtime rates of pay. Such mutual exchange shall be in writing. Such request will not be unreasonably withheld.

G.(3) TIME OFF BETWEEN SHIFT'S

When an employee is required to change shifts, sixteen (16) hours stall be allowed between shifts, If, however, an employee is required to report on a second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hour time allowed for shift change has expired.

Failure to provide sixteen (16) hours as stated above will not result in payment of overtime rates for the full-time Nutrition Services.

G.(4) NOTICE OF CHANGE OF SHIFT

- a) The Employer will afford the employees engaged on shift work at least forty-eight (48) hours notice in advance of assignment to a different shift. Where less than forty-eight (48) hours is given, such notice of assignment to a different shift shall only be made with the written consent of the employee. Where the employee is absent from the Hospital or Health Centre for the forty-eight (48) hour period prior to the shift change, the employee shall be given actual notice of the change,
- b) The Employer agrees there will be no arbitrary or discriminatory assignment of personnel in the nursing services (i.e. orderlies, registered practical nurses, and ward aides) to particular shifts. It is recognized, however, by both parties, that the Hospital and/or Health Centre must be efficiently staffed at all times and, therefore the above commitment will in no way preclude the employment of personnel who would be unavailable at other than particular times and cannot be replaced.
- c) When an employee is called to work at a time that prevents him or her from reporting at the start of a regularly scheduled shift, and such employee reports for work, he or she shall be paid regular straight time rate of pay for all time from the start of the regularly scheduled shift to the time the employee reports for work up to a maximum of one and one-half (1 ½) hour.

NOTE: This clause does not apply to those situations where the applicable premium rate of pay is provided, **i.e.** Article **15.06**.

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H.(1) TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

For the purposes of Article 9:06, the effective date shall be December 7th, 1984.

H.(2) TRANSFER OF SENIORITY AND SERVICE

For the purposes of Article 9:07, the effective date shall be December 7th, 1984.

H.(3) SENIORITY LIST

A seniority list of all employees covered by this Agreement shall be posted in January and June each year. This list shall show names, positions, and date upon which the employee last commenced employment with the Employer in a position covered by this Agreement, save and except as may be necessary to give effect to 9:07. Copies of the seniority list will be posted on all bulletin boards and one (1) copy will be supplied to the Union.

One (1) copy of such seniority list shall be posted on a seniority board which shall be accessible to all employees at all times.

The Employer will provide to the Union, on a monthly basis, the current seniority hours for each part-time employee. This report will be effective as of the pay period 'immediately preceding month end.

H.(4) TRANSFER TO LOWER PAYING CLASSIFICATION

An employee who is transferred to a position paying a lower range of wage rates, will be paid at the wage rate in the new range which is closest to, **but** not higher than his present rate.

H.(5) RETIREMENT AGE AND PHYSICAL HANDICAP

The normal retirement age shall be **sixty-five** (65). Upon notifying the Union, the Employer may, however, at its **sole** discretion, continue to employ, on a month-to-month basis, any person after he has attained retirement age, at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of the employee.

An employee who becomes physically and/or mentally handicapped prior to reaching retirement may continue to be employed by the Employer at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of such employee.

The schedule of wages set out in Schedule "A" or Schedule "B" of the Agreement shall not apply to employees retained after retirement age is reached, or employees who become physically and/or mentally handicapped prior to reaching retirement age,

In the event that the Employer does set a rate for such an employee, the Hospital and/or Health Centre shall notify the Union and, upon request, meet to discuss the matter. If, as a result, the rate is alleged to be arbitrary or discriminatory, the employee may grieve.

I. LAYOFFS FOR AMALGAMATION OR MERGER

In the event that any amalgamation, merger or transfer of services by and/or between the Employer and St. Joseph's Health Centre results in the necessity to reduce the number of employees, such reduction will be made in accordance with the Collective Agreement.

J.(1) HOLIDAYS

For the purposes of Article 16:00, the holidays are:

New Year's Day

Labour Day

Good Friday Victoria Day Thanksgiving Day Christmas Day

Victoria Day Canada Day

Boxing Day

Civic Holiday

Three (3) Float Days

J.(2) PAYMENT FOR WORKING ON A HOLIDAY

a) When an employee is required to work on a shift where the majority of the hours fall on a holiday, he will be paid at the rate of time and one-half (1 1/2) his regular hourly rate.

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- b) Where any of the above-mentioned holidays fall on or are observed on an employee's regularly scheduled day off, he will receive an additional day off in lieu with pay within thirty (30) days of the day on which the holiday is observed,
- c) It is understood and agreed that the Employer will give every consideration to an employee's expressed preference of time (and particularly **Monday** through Friday) at which employees wish to take their lieu days but, of necessity, the Employer must reserve the final decision as to the scheduling of such lieu days.
- d) It is understood and agreed that the Employer will give every consideration to an employee's expressed preference of time at which employees wish to take their Floater Holidays, but of necessity, the Employer must reserve the **final** decision as to the scheduling of such Floater Holidays. Employees whose Floater Holiday has been scheduled and approved shall be entitled to premium pay and in-lieu day according to Article 16:03 (a) if they are scheduled to work on the scheduled Floater Holiday with less than forty-eight (48) hours notice.

Note: Any reference to days in lieu applies to full-time only.

Where two (2) or more requests are being considered at the same time, preference and priority will be in order of seniority within a particular classification, and when appropriate, work location.

if an employee fails to request her lieu day within the specified thirty (30) days, the lieu day will be scheduled at the discretion of the Employer during the following posted schedule.

J.(3) TIME OFF AT CHRISTMAS OR NEW YEARS'

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All employees shall be **entitled** to either Christmas Day or New Years' Day off. In addition, the Employer will make **every** reasonable effort, where possible, to schedule at least five (5) consecutive days off. In the **event** of a conflict between two (2) or more employees in the same department, seniority shall govern.

Where scheduling allows for additional time off during Christmas or New Years' this time time will be distributed as equitable as possible between full-time and part-time employees.

It is further **agreed** that **no** employees shall be required to work two (2) consecutive **Christness** Days or two (2) consecutive **New** Years' Days.

The Employer will endeavour to allow each employee who is scheduled off either **Christmas** Day or **New Years'** Day, to be scheduled off the evening and/or the night shift prior to the holiday.

K.(1) VACATION QUALIFICATION

Continuous service for each employee under this Article shall be determined in accordance with Articles 9:02 and 9:04. No employee shall have his present entitlement reduced by reason of the terms of this Agreement.

"Two(2) weeks" and "three (3) weeks" and "four (4) weeks" and "five (5) weeks" and "six (6) weeks" vacation with pay shall be at the employee's regular weekly salary at the time of his taking vacation, provided he was not absent during the prior vacation period to the extent that he worked less than seventy-five percent (75%) of the regular schedule of hours in such period, in which case his vacation pay will be four percent (4%) or six percent (6%) or eight percent (8%) or ten percent (10%) or twelve percent (12%) respectively of his total earnings received from the Hospital and/or Health Centre.

K₂(2) VACATION PAYMENT - CALCULATION

Vacation credit will accrue on a pay period basis. When an employee, because of length of **service**, becomes entitled to a longer vacation as provided above, their **vacation** entitlement will be **increased to** the higher level as of the **first** pay period following the **date** of completion of the **required** length of service.

Vacation with pay shall be at the employee's regular hourly rate of pay at the time of taking vacation, based on thirty-seven and one-half (371/2) hours for each week of vacation entitlement.

An employee who **terminates** his employment at any time in his vacation year, before he has taken his applicable vacation shall be entitled to a proportionate payment of

wages in lieu of such vacation credit provided that adequate notice of such termination of employment is given to the Employer in accordance with the provisions of Article 17:04. Cash, in lieu of vacation, shall be paid only on severance of employment. It is understood that when an employee terminates his employment before the full accrual of vacation credits, the Employer will deduct from the employee's final pay any monies for vacation credits paid to the employee but not yet earned.

K.(3) VACATION SCHEDULING

The Employer will endeavour to schedule vacations on as equitable a basis as possible, having regard to the efficient operation of the Hospital. The Employer will give preference to the vacation period requested by each employee, but of necessity, the Employer must reserve the final decision as to the scheduling of vacation.

In the event of vacation scheduling conflict between the employees in the same job classification of the same Department or Unit, preference will be granted on a seniority basis.

Vacation entitlements may be taken in whole or in part at any time of the year between January 1st and December 31st.

An employee will not be permitted to hold over any portion of unused vacation entitlement from one (1) year to the next, except **in** very exceptional circumstances with the permission of the Executive Director or his delegate and no payments will be made by the Employer in lieu of vacation except in cases of termination of employment as herein provided.

K.(4) NOTICE OF TERMINATION

An employee who leaves the employ of the Employer without having given at least two (2)weeks notice of termination shall be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974 or as the same may be from time to time amended.

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L. OVERTIME PREMIUM

For the purposes of Article 15:03, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in shift at the request of an employee or changeover to daylight saving from standard time and viceversa or exchange of shifts by two employees. Overtime will not be paid in accordance with Article 15:02 if the additional hours, days or weekends have been worked as a result of a request initiated by an employee to have specific-days off or a request for regular weekend work.

M. CALLBACK

For the purposes of Article 15:06, the following is a superior provision:

When an employee is required to travel to the Hospital and/or to return to his home

between midnight and 0700 hours, as a result of being called back to work outside his regularly scheduled hours, the Employer will pay transportation costs either by taxi or by his own vehicle to a maximum of \$25.00. The employee will provide to the Employer satisfactory proof of payment of taxi fare when applicable. Use of the employee's own vehicle will be reimbursed at the Employer's then current cents per kilometre travel allowance.

N. WASH-UP TIME

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In areas where there is a sterile working environment, employees will be allowed, subject to exigencies of patient needs, five (5) minutes at the start and five (5) minutes prior to the end of each shift for clean-up/wash-up.

O. BULLETIN BOARD

The Employer shall provide space on six (6) bulletin boards (including one (1) at the Lakefield Ambulance Station) plus four (4) at the Health Centre upon which the Union shall have the right, subject to the approval of the Executive Director of the Hospital or his designee, to post notices of meetings and such other notices as may be of interest to the employees.

P.(1) UNIFORMS

Where the Employer requires an employee to be in uniform, such uniform will be supplied by the Employer ready to wear, laundered and in good repair. Uniforms will be replaced as needed, upon return of the old uniform to the issuing department.

P.(2) PROTECTIVE CLOTHING

An employee required to work outside the Hospital in inclement conditions, will be provided with appropriate clothing at any time of the year. Appropriate clothing will be provided for employees required to work in Nutrition Services walk-in freezers.

Q. PROTECTIVE FOOTWEAR

For the purposes of Article 19:01, functions requiring the wearing of safety boots shall include portering S.P.D. carts.

Part-time employees shall receive the protective footwear allowance of thirty-five (\$35.00) dollars as provided for in Article 19:01 every two (2) years with the first payment due April 1st, 1996 except Ambulance.

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

- 1) Building Services
- 2) Grounds
- 3) Ambulance

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

R. LETTERS OF WARNING

The Employer undertakes to forward to the Chief Steward of the Local a copy of any letter of warning, reprimand, discipline or dismissal given to any employee covered by this Collective Agreement.

S.(1) R.P.N. EDUCATION

The Employer agrees that Registered Practical Nurses will be allowed and encouraged to fully employ all of the added skills for R.P.N.'s which the Employer has determined to utilize in the workplace.

S.(2) R.P.N. SKILL UTILIZATION

The Employer undertakes to encourage Registered Practical Nurses (RPN's) to upgrade their skills to the present level of those being acquired by the graduating RPN's. Further, the Employer will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Employer **require** those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials.

T.(1) WORKER'S SAFETY AND INSURANCE BOARD

The Employer agrees to provide the employee with a copy of the Worker's Safety and Insurance Board Form #7 at the same time as it is sent to the Board.

T.(2) W.S.I.B. ISSUES - REINSTATEMENT COMMITTEE

The Employer will notify the President of C.U.P.E., Local #1943 of the names of all members of the Bargaining Unit off work due to work related injury (whether of not the members are in receipt of WSIB Benefits) and those on LTD, on a monthly basis.

When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability, the Hospital will endeavour to provide modified work. A meeting will be held with the Union to discuss the circumstances surrounding the employee's return to suitable work including what accommodations can be made: This meeting will include the employee, Department Head and a member of the Local Executive and a staff representative of C.U.P.E.

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U.(1) OCCUPATIONAL HAZARDS COMPENSATION

The Employer shall reimburse an employee for reasonable damages to eye glasses, hearing aids, watches or clothing which occur as a result of patient action. The Employer's liability shall not exceed one hundred (\$100) dollars per incident for other prescribed prosthetics.

The Employer will ensure provision of any required or prescribed medication for treatment of an occupationally acquired illness, at no cost to the employee,

U.(2) VIOLENCE IN THE WORKPLACE

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

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

The Joint Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate."

U.(3) MODIFIED WORK

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

V. GENERAL

V.(1) PRINTING OF AGREEMENT

The Union and the Employer will jointly bear the cost of a printed Collective Agreement in the normal acceptable size.

V.(2) ELECTIONS

Employees shall be permitted time off to vote in election in accordance with the minimum legislative requirements.

V.(3) JOB DESCRIPTIONS

An employee will be given a copy of his/her job description upon request.

V.(4) UNION MEETING SPACE

The Employer shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the Hospital premises, provided such space is available.

V.(5) EDUCATIONAL STUDIES

Where an employee voluntarily chooses to participate in educational studies which are not required but are related to an employee's work, the Employer shall make a reasonable effort to accommodate the schedule of such employee.

W. JOINT HEALTH AND SAFETY COMMITTEE

- (a) 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,
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every third month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional option of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, wilt be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Employer identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

CERTIFIED WORKER

10

The Employer accepts that one CUPE member who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as a certified worker under the Occupational Health & Safety Act. Any costs associated with the initial training of a certified worker will be paid by the Employer, or as may be prescribed pursuant to the Occupational Health and Safety Act."

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #19

SUBJECT: COMPRESSED WORK WEEK - R.N.A. - Hutchison 5 - 16 Week Trial

The parties agree to waive the provisions of the Collective Agreement as required by the following Terms of Reference for implementing a compressed work week schedule for the R.N.A. Hutchison 5.

TERMS OF REFERENCE

OBJECTIVE:

To establish a compressed work week for Registered Nursing Assistants on Hutchison 5.

1. TRIAL PERIOD

The changes to effect the compressed work week will be in effect for a trial period of sixteen (16) weeks, beginning August 25, 1980. The programme will be evaluated separately by Nursing Administration and the R.N.A.'s on Hutch 5 at the end of 6, 12, and 16 weeks. It is understood that the compressed work week trial may be terminated at any time during the 16 week trial period by either party if it is deemed to be unsatisfactory.

2. PARTICIPATION

All full-time and part-time Registered Nursing Assistants will be required to participate in the compressed work week for the trial period.

3. SUGGESTIONS AND COMPLAINTS

During the trial period, the parties agree to meet at the Local level to discuss suggestions or complaints in an effort to adopt or resolve them to the satisfaction of the Hospital and C.U.P.E. Any problems arising from the required changes to implement this program will not be subject to the formal grievance procedure, but will be treated as a complaint and will be resolved locally.

4. COMPASSIONATE LEAVE

Should a Registered Nursing Assistant require compassionate leave, it will be granted in accordance with the Collective Agreement, such day(s) leave of absence will be considered a 8 hour tour(s).

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5. EDUCATION OR ASSOCIATION LEAVE

Should a Registered Nursing Assistant be granted an education leave in accordance with the Collective Agreement, such leave of absence will be on the basis of an eight (8) hour tour(s).

6. SALARY

Registered Nursing Assistants will continue to be paid at their present rate and will be eligible for increases in accordance with the Collective Agreement. Registered Nursing Assistants will be paid for 11.25 hours on a 12 hour tour and for 7.5 hours on the shorter or normal 8 hour tour.

7. SHIFT DIFFERENTIAL

The Hospital agrees that Registered Nursing Assistants who work on the night tour, ie. 1915 to 0715 shift will be paid for 11.25 hours of shift premium. Registered Nursing Assistants working the day shift will be paid a shift premium of 3.75 hours 1515 - 1915 hours.

8. SHIFT HOURS

Shift hours for the 12 hour tours will be from 0715 to 1915 to 0715. Shift hours for the 8 hour tours will be from 0715 to 1515, and 1515 to 2315 and 2315 to 0715. Relief staff may work all or part of the 12 hour tour depending on the workload requirements of the unit.

9. OVERTIME

Overtime will be paid at the rate of time and one-half **for** all work performed in excess of the **12** hour or the **8** hour tours. Overtime must **be** authorized in advance **by** the Head Nurse by day, and the Nursing Supervisor on the evening and night tours.

10. LUNCH AND REST PERIODS

On the 12 hour tour there will be two (2) fifteen (15) minute rest periods and two (2) thirty (30) minute meal periods. Meal and rest periods on the evening/night tour(s) will be three (3) thirty (30) minute break periods. Forty-five (45) minutes of those lunch and rest periods will be with pay and forty-five (45) minutes will be without pay.

Lunch breaks and rest periods on the eight (8) hour tour will be in accordance with the current Collective Agreement.

11. CHANGES IN SCHEDULE

Requests for a change in schedule from Registered Nursing Assistants may be granted at the discretion of the Head Nurse. The Registered Nursing Assistants requesting change will be required to arrange her own replacement from among the other Registered Nursing Assistants. She will advise the Head Nurse of the name of her replacement when making her request.

For all full-time employees, the Hospital will issue a schedule that provides every second weekend off and no more than 3 scheduled consecutive 12 hour days of work

and days off on the basis of no less than two (2) consecutive days at a time.

A 3.75 hour shift may be worked for the purpose of completing hours if mutually agreed upon by employee and Head Nurse.

12. SICK LEAVE

When a Registered Nursing Assistant is absent due to illness she will be paid for the hours absent according to the scheduled tour to the limit of her accumulated sick leave credits.

13. VACATIONS

A Registered Nursing Assistant who is entitled to two, three, four or five weeks vacation will be paid for 75 hours (2 weeks - 10 working days) or 112.5 hours (3 weeks - 15 working days) or 150 hours (4 weeks - 20 working days) or 187.5 hours (5 weeks - 25 working days) respectively. The Head Nurse will schedule time off accordingly for the Registered Nursing Assistant.

14. PAID HOLIDAYS

When a Registered Nursing Assistant is required to work on a tour which commences at 0715 hours or at 1915 on a holiday, she will be paid at the rate of time and one half for hours worked on such tour. All statutory holidays or lieu days will be granted on the basis of an 8 hour tour.

15. CONTINUATION

4

Continuation of the compressed work week after the initial trial period will be based primarily on the results of the evaluation according to the criteria listed below and secondly based on support for continuation of the programme by at least ninety percent (90%)of the participating Registered Nursing Assistants as determined by a secret ballot. If it is determined, according to the above factors, to continue the compressed work week schedule, those Registered Nursing Assistants not supporting the program will have the option to be considered for transfer to the other nursing units as positions become available.

If the compressed work week is continued, after the initial trial period, the evaluation process will continue on an ongoing basis according to the established criteria and the program may be terminated at any time if it is deemed to be unsatisfactory.

21 CRITERIA FOR

ASSESSMENT OF COMPRESSED WORK WEEK

For a trial period of 16 weeks.

Assessment to be made at end of 6, 12 and 16 weeks.

ASSESSMENT

to include: - Review of standards of patient care

- Incident reports
- Absenteeism
- Overtime
- Scheduling incidents and problems incurred with relief staffing
- Attendance at in-service education sessions held on duty and off duty time '
- Turnover rate and reasons
- Individual evaluations (at end of 6, 12, 16 and 20 weeks)
- Tabulation of comments from patients, physicians and other hospital departments

All other conditions contained in the Collective Agreement will remain in force and effect,

The parties agree to abide by the Terms of Reference.

Dated at Peterborough, Ontario on August 6, 1980.

FOR THE HOSPITAL	FOR THE UNION		
Michael Moga	C. P. Beatty		
John Grady	Menzie Dower		
Shirley Mason	Anne O'Brien		
Geraldine Currier			

MEMORANDUM OF UNDERSTANDING

between

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #19

SUBJECT: COMPRESSED WORK WEEK

The parties agree to waive the provisions of the Collective Agreement as required by the following Terms of Reference for implementing a compressed work week schedule for the Ambulance Service of Peterborough Civic Hospital.

TERMS OF REFERENCE

OBJECTIVE:

To detail the terms and conditions for the establishment of compressed work week schedules for participating staff members of the Department.

1. TRIAL PERIOD

With the approval of the Ministry of Health, **if**the Department Head, the Hospital and 90% staff are in agreement, extended tours will be considered.

The changes to effect the compressed work week will be in effect for a trial period of twenty-four (24) weeks or four (4) complete schedule rotations beginning October 1, 1990.

The programme will be evaluated separately by Administration, participating staff members and the Union at the end of 6, 12, 16 and 20 weeks.

It is understood that the compressed work week trial may be terminated by either party giving twenty (20) days written notification to the other. This agreement will not be terminated in individual departments until the end of the currently posted schedule.

2. PARTIC PATION

All full-time and part-time staff in departments with compressed work week schedules will be required to participate in the trial period.

NOTE: Employees participating in W.C.B. Rehabilitation Programmes or the Hospital's Modified Work Programme may be excluded from the compressed work week schedule.

3. **PROGRAMME** REVIEW

During **the** trial period, the parties agree to meet to discuss suggestions or complaints. Any problems arising from the changes necessary for implementation of this programme will not be subject to the formal grievance procedure, but will be treated as a complaint and will be discussed locally.

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4. **BEREAVEMENT LEAVE**

Should an employee require bereavement leave, it will be granted in accordance with the terms of the Collective Agreement. Such day(s) leave of absence will be paid based on the scheduled hours of work required for such leave.

5. LEAVES OTHER THAN BEREAVEMENT OR ILL TIME

Should an employee **be** granted a leave in accordance with the Collective Agreement, such leave will be on the basis of an eight (8) hour tour(s).

6. SALARY

Employees will continue to be paid at their present rate and will be eligible for increases in accordance with the Collective Agreement. Employees will be paid for eleven and one quarter (11.25) hours on a twelve (12) hour tour, for seven and one-half (7.5) hours on the shorter or normal tour or for the hours worked on part shifts.

7. SHIFT DIFFERENTIAL

Employees working on the night shift, for example 1915 to 0715, will be paid the shift premium for eleven and one-quarter (1 1.25) hours. Employees working the day shift will be paid the shift premium for those hours between 1515 and the end of their shift.

Shift premium will be at the rate specified in Article 15:09 of the Collective Agreement.

8. TOUR SCHEDULING

The parties agree to waive the provisions of Article 14 - Hours of Work. Extended tours will be twelve (12) hours in duration. Scheduling of tours will be determined based on the operating requirements of the Department. Relief staff may work all or part of the extended tour or normal tour depending on the workload requirements of the Department., For the purpose of qualifying for responsibility pay, six (6) hours shall be considered half of an extended tour.

9. OVERTIME

The parties agree to waive the normal requirements of Article 15:02 of the Collective Agreement. Subject to Article 15:03, overtime premium will be paid at the rate of time and one-half for all work performed in excess of the scheduled twelve (12) hour or eight (8) hour tour. Overtime must be authorized in advance.

10. MEAL AND REST PERIODS'

On the twelve (12) hour tour there will be two (2) fifteen (15) minute rest periods and two (2)thirty (30) minute meal periods. Meal and rest periods on the night tour will be three (3) thirty (30) minute break periods in total. Forty-five (45) minutes of those meal and rest periods will be without pay resulting in paid hours of eleven and one-quarter (11.25) in a twelve (12) hour tour worked.

Meal and rest periods on the eight (8) hour tour will be in accordance with the Collective Agreement. Compensation for interrupted meal periods shall be governed by individual department policy. Under no circumstances shall more than forty-five (45) minutes at premium pay **be** paid for missed rest periods during one extended tour.

11. SCHEDULING

For all full-time employees, the Department will issue a schedule which provides for every second weekend off and no more than 4 scheduled consecutive twelve (12) hour tours. Days off shall be on the basis of no less than two (2) consecutive days at a time. Three and three quarter (3.75) hour tours may be scheduled for the purpose of balancing tours.

12. CHANGES IN SCHEDULE

Requests for changes in the posted schedule may be granted at the discretion of the Supervisor. Employees requesting changes in scheduled **tours** will arrange their own replacement from participating employees. The name of the **replacement** will be provided when the request is made.

Except in emergencies, ten (10) days written notice will be required for a tour change request and no request will be granted which results in an employee working a double tour.

13. SICK LEAVE

When an employee is absent due to illness, he will be paid for the scheduled hours absent to the limit of his sick leave credits.

14. VACATION

A full-time employee who is entitled to two, three, four or five weeks vacation will be paid for seventy-five (75) hours (2 weeks - 10 working days), 112.5 hours (3 weeks - 15 working days), 150 hours (4 weeks - 20 working days) or 187.5 hours (5 weeks - 25 working days) respectively. Vacation scheduling will be in accordance with Article 17:01(e) of the Collective Agreement.

15. PAID HOLIDAYS

The parties agree to waive the provisions of Article 16:03(a). Subject to the provisions of Articles 16:02 and 16:03, when a full-time employee is required to work on a holiday as defined in Article 16:01, he will be paid at the rate of time and one-half for the hours worked on that tour. Pay for holidays not worked shall be interpreted to mean the equivalent of seven and one-half (7 1/21 hours at regular straight time rate of pay for full-time employees.

Part-time employees required to work on a statutory holiday as defined under the Employment Standards Act shall be paid at the rate of time and one-half for the hours worked on that tour.

16. CONTINUATION

Continuation of the compressed work week Memorandum of Understanding beyond the initial trial period will be based on the results of the evaluation according to the criteria listed below and on demonstrated support for continuation of the programme by at least ninety (90) percent of the participating employees in individual departments as determined by a secret ballot.

Should the parties agree to continue the compressed work week programme, the evaluation process will continue on an on-going basis according to the established criteria. The continued programme may be terminated by either party giving thirty (30) days notice to the other and after discussion between the parties. The programme will not be terminated until the currently posted schedule is completed. The Department shall revert to the schedule which existed prior to implementation of the Compressed Work Week Programme.

Reversion to a normal schedule will not be the subject of a grievance.

CRITERIA FOR ASSESSMENT

OF COMPRESSED WORK WEEK

Assessments will include:

Review of standards of patient care Incident reports and W.C.B. claims Absenteeism and paid sick time

Overtime scheduling incidents and problems incurred with relief staffing Attendance at in-service education sessions held on duty and off **duty** time

Turnover rate and reasons

Scheduled evaluations (at end of 6, 12, 16 and 20 weeks)

Tabulation of comments from patients, physicians and other Hospital departments

All other conditions contained in the Collective Agreement will remain in force and effect.

The parties agree to abide by the Terms of Reference.

Dated at Peterborough, Ontario on October 16, 1990

FOR THE HOSPITAL	FOR THE UNION
Phillip Day	Wayne Withers
M. Sanderson	Bob Braley
	Carl Robbins

Chairman, Negotiating Committee CUPE, Local #19
Peterborough Civic Hospital

RE: Letter of Intent related to the Collective Agreement between Peterborough Civic Hospital and Canadian Union of Public Employees, Local #19

In accordance with the Memorandum of Agreement signed by the parties this date, this will serve as advice of the **Hospital's** intent in relation to certain provisions of Article G (1) of the Local Collective Agreement as **follows:**

- (1) That the system of scheduling in the Housekeeping Department will be revised to provide that the afternoon shift will be regularly and continuously staffed by Attendants and Aides who either volunteer for that shift or who are specifically hired for that shift and/or who are the employees with the least seniority, in that order, to the extent required to provide the staffing levels established for that shift. It is understood that any employee who is assigned to work the afternoon shift, in accordance with the above provisions, may only be transferred to the day shift when a vacancy exists on the day shift. Such vacancy will be posted within the Department and employees wishing to be considered for the transfer must apply in writing in accordance with the criteria of Article 9:05.
- (2) That when hereafter the Hospital and the Union agree to establish a compressed work week schedule in specified Departments or Nursing Units, the parties will prepare and sign a separate Memorandum of Understanding to provide for the necessary adjustments to the Collective Agreement related to scheduling of hours of work, vacation, holidays, leaves of absence, premium payments, etc.

The provisions of this letter will continue in effect from year to year unless the parties agree to amend or delete such provisions.

Original signed by:

J. P. Grady
Director of Personnel
and Community Relations.

February 1, 1979

28 LETTER OF INTENT

Where the Hospital is required under the terms of the Collective Agreement to provide uniforms to Registered Nursing Assistants, it is the intention of **the** Hospital to provide a choice of dress or pant-suit style uniforms.

Registered Nursing Assistants will be afforded the choice of styles at the time that currently issued uniforms require replacement.

J. M. Coghlan 15 October 1987
Assistant Executive Director

LETTER OF INTENT

The parties agree that:

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

may be matters for discussion at Labour Management meetings.

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

29 LETTER OF UNDERSTANDING

between

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL#19

Regarding the classifications listed in Schedule A of the Collective Agreement, it is agreed and understood that the Negotiating Teams will discuss the issue of rates of pay and classifications for Maintenance Mechanics and Skilled Trades within six (6) months of the signing of this Agreement. Any dispute arising from this process will be arbitrable.

By affixing our signatures hereto, we agree to the foregoing.

Dated at Peterboroughthis 26th day of October, 1992.

FOR THE HOSPITAL	FOR THE UNION
J. M. Coghlan	Wayne Withers
G. Day	Bob Braley
	Edward McLean
	Carl Robbins
	Tony Angione
	Randy Millage

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LETTER OF UNDERSTANDING BETWEEN CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 19 AND PETERBOROUGH CIVIC HOSPITAL

FULL AND PART-TIME

JOB EVALUATION - TRADES

The parties agree that the job evaluation committee shall evaluate the skilled trades positions which are appended hereto as Appendix "A" as follows:

- 1. The job evaluation committee shall choose five (5) positions which will be evaluated and used as comparators for the skilled trades positions using the job evaluation plan and questionnaires as appended hereto as appendix "B". It is understood that the comparators may be male, female or gender neutral positions.
- 2. The job evaluation committee will evaluate the skilled trades position using the job evaluation plan as provided for in paragraph 1 above.
- 3. The comparator positions shall be used to determine a regression line which will then be used to establish the appropriate wage rate for the skilled trades positions in accordance with generally accepted proportional value methods.
- 4. Wage adjustments, if any, shall be retroactive to January 1, 1993.
- 5. This agreement and the job evaluation process referred to herein shall be without prejudice to either party's right to address the issue of wage adjustments in future collective agreement negotiations and shall not be used to support the position of either party.
- **6.** No employee shall have their rate of pay reduced as a result of this Agreement.

Dated this 6th Day of December, 1995.

For the Employer

Stephen Kay Shirley Mason Margaret Traynor Barbara Tomkinson Eric Lodgins For the Union

Gerry McKee
Diane Crough
Louise Ferren
Paul Parkin
Helen Daly
Chuck Cromie
Patricia Heffernan
Gillian McKee

LETTER OF UNDERSTANDING BETWEEN CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 19 AND PETERBOROUGH CIVIC HOSPITAL

The parties agree that a Joint Dietary Department Labour/Management Committee will meet prior to March 1, 1996 to discuss the issue of working hours with a view to negotiating a Letter of Understanding regarding a compressed work week in the Department.

By affixing our signatures hereto, we agree to the foregoing.

Dated at Peterborough, Ontariothis 27th day of _______1999.

FOR THE HOSPITAL

FOR THE UNION

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& Byers

33 LETTER OF UNDERSTANDING

between

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL#19

Re: Time Off in Lieu of Overtime

When an accumulation of 37.5 hours is reached, the **staff** member *is* required to make arrangements to take some or all accumulated time. **Normally,** time earned shall be taken within the calendar year, but not later than following the last pay period in March.

Dated at, PETERSONATIO, this 27/Lay of JANUARY 1999.

FOR THE HOSPITAL

FOR THE UNION

Vairie,

& Byero

MEMORANDUM OF AGREEMENT BETWEEN PETERBOROUGH CIVIC HOSPITAL AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 19

RE: CO-ORDINATED ISSUES

Whereas, the parties are participating in central bargaining, and

Whereas, the parties have identified a number of issues which are properly the subject of local negotiations: and

Whereas, it is the understanding of the parties that a number of other Hospitals and Local unions who are participating in Appendix "B"; and

Whereas, it is the understanding of the parties that these items will be carried forward to Local Issues Arbitration by other participating Locals and Hospitals: and

Therefore, the parties agree as follows:

- 1. The **issues** listed in Appendix "A" shall be put on hold pending the outcome of Local Issues Arbitration.
- 2. The parties agree that they shall accept and incorporate into their Collective Agreement, the first decision of the Local Issues Arbitration Board for each issue listed in Appendix "A".
- **3.** The issues listed herein as Appendix "B" shall be referred to Local Issues Arbitration.

Signed this	day	of	December,	1	995	

For the Employer

Stephen Kay Shirley Mason Margaret Traynor Barbara Tomkinson Eric Lodgins David Lew

For the Union

Gerry McKee
Diane Crough
Louise Ferren
Paul Parkin
Patricia Heffernan
Chuck Cromie
Gillian McKee
Helen Daly



25 LETTER OF INTENT

The parties agree that the Employer will provide, maintain and replace, as necessary, any tools required to carry out an employee's duties. Such tools to be the property of the Health Centre.

Employees will not be required to provide tools on the job.

This Agreement will be effective April 1, 1990.

36 LETTER OF UNDERSTANDING

between

St. Joseph's Health Centre of Peterborough, Ontario

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #243

The parties hereby agree, further to Articles 9:04 (P.T.) and 9:05 (F.T.), Job Posting, as follows:

a) 9:04 (P.T.) and 9:05 (F.T.)

When a permanent vacancy occurs within a bargaining unit or a new position within the bargaining unit is established, the job **postings** shall describe the nature of the position; required knowledge, education, ability and skill, wage rate **or** wage range and applicable hours of work.

b) **9:05 (F.T.** only)

In accordance with existing practice, when a full-time vacancy occurs in either the Housekeeping or Dietary Departments, unilateral moves based on department seniority will be allowed with the resulting full-time vacancy being posted as per (a) above. This practice will continue until such time as either department schedules full-time staff on a rotating basis.

DATED AT PETERBOROUGH, ONTARIO THIS 27H DAY OF JANUARY , 1997.

FOR THE UNION

FOR THE HEALTH CENTRE

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37 LETTER OF AGREEMENT

between

PETERBOROUGHCIVIC HOSPITAL & ST. JOSEPH'S HEALTH CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1943

Re: Part-time Employees Working Two Jobs, One at Each Site

- 1. Employees who currently hold two (2) egular part-time positions will be grandfathered into those two (2) positions. This agreement will remain in effect until such time they leave either of the positions.
- **2.** Combine the seniority from both.
- 3. The employees who presently work the second positions as a temporary will have the temporary positions terminated within thirty (30) days of the Employer's becoming a single Employer.
- 4. Seniority and service counts for all.
- 5. The Employer will adhere to the twenty-four (24) hours per person according to Article 2:03, Regular Part-time employee.

27/1 day of January 1999 Signed at Peterborough, Ontario, this 9th day of November, 1998.

For the Employer

For the Union

Dave Duffus

Laurie Hatton

Wayne Withers

Diane Crough

38 LETTER OF INTENT HOUSEKEEPING DEPARTMENT

between

PETERBOROUGH CIVIC HOSPITAL

AND LOCAL 1943

The parties hereby agree as **follows:**

- **1.** Both letters are in effect until such time there is one site.
- 2. Any vacancy which occurs must be posted internally at both sites and filled internally according to Article 9:05.
- 3. The vacancy will be filled according to Article 9:05.

27th day of January 1999

Signed at Peterborough, Ontario, this 2" day of July, 1998.

For the Employer

For the Union

Dave Duffus

Laurie Hatton(

Wayne Withers

Diane Crough

& Byers

LETTER OF INTENT HOUSEKEEPING DEPARTMENT AND DIETARY DEPARTMENT

between

PETERBOROUGH CIVIC HOSPITAL

AND LOCAL 1943

The parties hereby agree as follows:

- 1. Both letters are in effect until such time there is one site.
- 2. Any vacancy which occurs must be posted internally at both sites and filled internally according to Article 9:05.
- 3. The vacancy will be filled according to Article 9:05.

27 H. day of January 1999 Signed at Peterborough, Ontario, this 2nd day of July, 1998.

For the Employer

For the Union

Dave Duffus

Laurie Hatton

Wayne Withers

Diane Crough

40 LETTER OF AGREEMENT

BETWEEN

ST. JOSEPH'S HOSPITAL & HEALTH CENTRE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 243

RE: ACCUMULATED SICK TIME

The parties agree that an employee may make a one-time election to redeem accrued **sick**-time accumulated prior to the introduction of HOODIP for cash payment calculated at fifty (50%) percent of accrued banked hours at an employee's current hourly rate of pay to a maximum of sixty (60) days.

Employees will be advised by memo of this **one-time** option and **will** have until April 15th, 1996 to respond. A lack of response will indicate that no pay-out is desired. Responses must be hand delivered to the Human Resource Department. If an employee chooses to receive a pay-out, the pay-out shall be made over three (3) years as follows:

No later than May 31st, 1996 time.	-	one-third (1/3) of total accumulated sick-
No later than May 31st, 1997 time.	-	one-third (1/3) of total accumulated sick-
No later than May 31 st , 1998 time.	-	one-third (1/3) of total accumulated sick-
Such pay-outs shall be made on a separa regular pay.	ate check	and shall not be included in an employee's
Dated this day of December,	1995.	
For the Employer		For the Union

B.W. Nayler

Mary Anne Shill

Leanne Mitcheson

Jack Morrissey

Al McIntyre

Margaret Garvey

Donna Emby

Page 1 C.U.P.E. Local#1943 Wage Schedule

	Collective Agreement
Expires:	September 28, 2001

STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	MOH	+1%	+1%	MOH	+2%	MOH
1 1		EFF: 04/01/96					EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
											1	
1 1	15,5140	15.8260	15,9840	16,0640	16.2250	16 3870		16 5510	16 7170	 	17.0510	
1 1	10.0-120	10.5110	17.1470	17.2000	17.4030	17.5750		17.7550	17.9330		10.2920	<u>'</u>
										 	 	
1	15.5140	15.8260	15.9840	16.0640	16.2250	16.3870		16,5510	16,7170		17.0510	1
2	15.7870	16.1040	16.2650	16.3460	16.5090							
3	16.2100	16.5360	16.7010	16.7850	16.9530	17.1230						4
4	16.6420	16.9770	17.1470	17.2330	17,4050							
										1	.0.202	
									ļ	†	1	<u> </u>
1	15.5140	15.8260	15.9840	16.0640	16.2250	16.3870	1	16.5510	16.7170		17.0510	
2	15.7870	16.1040	16.2650									
3	16.2100	16.5360	16.7010	16.7850								
4	16.6420	16.9770	17.1470	17.2330	17.4050	4					18.2920	
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	15 5140	15 0200	45.0940	16.0640	46,000	10.0070		40.554	10.000		1	
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+ +	10.0420	16.9//0	17.34/0	17.2330	17,4050	17.5790		17.7550	17.9330		18.2920	9
 			 	 	 					 	 	
1	14.0800	14.3630	14,5070	14,5800	14,7260	14,8730		15,0220	15 1720	d	15.4750	1
2	14.5000											
3												
		1	i					10.0 100		1	10.400	1
						i	-					1
1	13.6670	13.9420	14.0810	14.1510	14,2930	14,4360		14.5800	14.7260		15 021	1
2	14.0470	14.3290	14.4720	14.5440	14,6890	4						
3			14.8770	14.9510	15.1010							
						1	İ				15.5.5	
											1	
1						14.4360	l	14.5800	14,7260		15.0210	ol o
2	14.0470				14.6890	14.8360	1. 1.5	14.9840	15.1340		15.437	ol
3	14.4400	14.7300	14.8770	14.9510	15.1010	15.2520		15.4050	15.5590		15.870	0
+			<u> </u>									
+	12 6670	13 0420	14 0940	14 1540	14 2020	44 4900		44 5000	443666		+	
	17,7400	17.7300	14.0770	1-1.5010	15.1010	15.2520		15.4050	15.5590	"	15.870	'
										†	 	
1	13.6670	13.9420	14.0810	14.1510	14.2930	14.4360		14.5800	14.7260		15.0210	ol
2	14.0470	14.3290	14.4720	14.5440	14.6890	14.8360)					
3	14,4400	14.7300	14.8770	14.9510				15,4050			15.8700	
	1 2 3 4 4 1 1 2 3 4 4 1 1 2 3 3 4 4 1 1 2 3 3 1 1 3 3 1 3 3 1 3 3 1 3 3 1 3 3 1 3 3 3 1 3	1 15.5140 2 15.7870 3 16.2100 4 16.6420 1 1 15.5140 2 15.7870 3 16.2100 4 16.6420 1 1 15.5140 2 15.7870 3 16.2100 4 16.6420 1 1 15.5140 2 15.7870 3 16.2100 4 16.6420 1 1 13.6670 3 14.9500 1 1 13.6670 2 14.0470 3 14.4400 1 1 13.6670 2 14.0470 3 14.4400 1 1 13.6670 2 14.0470 3 14.4400	1 15.5140 15.8260 2 15.7870 16.1040 3 16.2100 18.5360 4 16.6420 16.9770 1 15.5140 15.8260 2 15.7870 16.1040 3 16.2100 16.5360 4 16.6420 16.9770 1 15.5140 15.8260 2 15.7870 16.1040 3 16.2100 16.5360 4 16.6420 16.9770 1 15.5140 15.8260 2 15.7870 16.1040 3 16.2100 16.5360 4 16.6420 16.9770 1 1 15.5140 15.8260 2 15.7870 16.1040 3 16.2100 16.5360 4 16.6420 16.9770 1 1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300 1 1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300 1 1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300	EFF: 04/01/96 EFF: 04/01/97 15.8260 15.9840 2 15.7870 16.1040 16.2650 3 16.2100 16.5360 16.7010 4 16.6420 16.9770 17.1470 1 15.5140 15.8260 15.9840 2 15.7870 16.1040 16.2650 3 16.2100 16.5360 16.7010 4 16.6420 16.9770 17.1470 1 15.5140 15.8260 15.9840 2 15.7870 16.1040 16.2650 3 16.2100 16.5360 16.7010 3 16.2100 16.5360 16.7010 4 16.6420 16.9770 17.1470 1 15.5140 15.8260 15.9840 2 15.7870 16.1040 16.2650 3 16.2100 16.5360 16.7010 3 16.2400 16.5360 16.7010 3 16.2400 16.5360 16.7010 3 16.2400 16.5360 16.7010 3 16.2400 16.5360 16.7010 3 16.2400 16.5360 16.7010 3 14.5070 17.1470 1 13.6670 13.9420 14.9300 14.5070 3 14.9500 15.2500 15.4030 14.8770 3 14.4400 14.7300 14.8770 3 14.440	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 1 15.5140 15.8260 15.9840 16.0640 2 15.7870 16.1040 16.2850 16.3460 3 16.2100 16.5360 16.7010 17.2330 4 16.6420 16.9770 17.1470 17.2330 1 1 15.5140 15.8260 15.9840 16.0640 2 15.7870 16.1040 16.2850 16.3460 3 16.2100 16.5360 16.7010 16.7850 4 16.6420 16.9770 17.1470 17.2330 1 1 15.5140 15.8260 15.9840 16.0640 2 15.7870 16.1040 16.2850 16.3460 2 15.7870 16.1040 16.2850 16.3460 3 16.2100 16.5360 16.7010 16.7850 3 16.2100 16.5360 16.7010 16.7850 4 16.6420 16.9770 17.1470 17.2330 1 1 15.5140 15.8260 15.9840 16.0640 2 15.7870 16.1040 16.2850 16.3460 3 16.2100 16.5360 16.7010 16.7850 4 16.6420 16.9770 17.1470 17.2330 1 1 15.5140 15.8260 15.9840 16.0640 2 15.7870 16.1040 16.2850 16.3460 3 16.2100 16.5360 16.7010 16.7850 1 1 15.5140 15.8260 15.9840 16.0640 2 15.7870 16.1040 16.2850 15.9840 16.0640 2 15.7870 16.1040 16.2850 15.9840 16.0840 2 14.5000 16.5360 16.7010 16.7850 3 16.2100 16.5360 16.7010 16.7850 1 1 3.6670 13.9420 14.4010 14.5800 1 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 13.6670 13.9420 14.0810 14.15510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510	EFF: 04/01/96 EFF: 04/01/97 EFF: 04/01/98 EFF: 04/01/9	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 EFF: 04/01/98 EFF: 09/29/98 1 15.5140 15.8260 15.9840 16.0640 16.2250 16.3870 3 16.2100 16.8360 16.7010 16.7850 16.5930 17.1230 17.4050 17.5780 16.9770 17.1470 17.2330 17.4050 17.5780 16.57870 16.0940 16.2850 16.3460 16.2550 16.3870 17.1230 17.4050 17.5780 15.57870 16.1040 16.2850 16.3460 16.5930 16.6740 3 16.2100 16.5360 16.7010 16.7850 16.9530 17.1230 17.4050 17.5780 16.6740 16.2850 16.3460 16.5930 17.5780 16.6740 16.2850 16.3460 16.5930 17.4230	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 EFF: 04/01/86 EFF: 01/01/99 1	EFF: 04/01/96	EFF: 04/01/96 EFF: 04/01/97 EFF: 04/01/98 EFF: 04/01/9	EFF: 040188 EFF: 040187 EFF: 040287 EFF: 040188 EFF: 040189 EFF: 040189	### EFF: 040/199 EFF: 040/197 EFF: 040/197 EFF: 040/198 EFF: 09/29/08 EFF: 010/100 EFF: 09/29/09 EFF: 09/29/

Page 2 C.U.P.E. Local#1943 Wage Schedule

Collective Agreement Expires: September 28, 2001

STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	MOH	+1%	+1%	MOH	+2%	MOH
		EFF: 04/01/96	EFF: 04/01/97	EFF: 09/29/97	EFF: 04/01/98	EFF: 09/29/98	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/0
1	13.6670	13.9420	14.0810	14.1510	14 2930	14 4360		14 5800	14 7260		15 0210	<u> </u>
1 2												
			14.0770	14.0010	10.1010	10.2020		15.4050	13.3390	<u> </u>	13.6700	
										<u> </u>		
1 1	13 6670		14 0810	14 1510	14 2030	14 4360		14 5900	14 7260		15 0240	
					1,5.1.0.1.0		<u> </u>	10,4000	10.0000		15.0700	1
							-			 		
1 1	13.6670	13,9420	14,0810	14,1510	14,2930	14,4360		14 5800	14 7260		15 0210	
2							·					
3							 					
				1	10,1010	10.2020		10.7000	10.0000		15.5700	
			i			<u> </u>			 	 	 	1
1	13.6670	13.9420	14.0810	14,1510	14.2930	14,4360		14.5800	14 7260		15 0210	
2												
3											1	
						1012020		10.4000	10.0000		13.0700	<u>'</u>
		<u> </u>				† — — — — — — — — — — — — — — — — — — —			-	 	 	
1	15.8450	16,1630	16.3250	16,4070	16.5710	16,7370		16 9040	17 0730	\	17 4140	+
2												
3	16.4050						And the second s					
4	16.7620									1		
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1	15.1500	15.4550	15.6100	15.6880	15,8450	16,0030		16,1630	16.3250	, 	16.6520	+
2	15.5500											
3	15.8700							<u> </u>				
			1	T	1				111100	1 -	11	'
				i "					†	 	 	
1	17.3220	17.6700	17.8470	17.9360	18.1150	18.2960		18,4790	18,6640		19.0370	,
2	17.6800	18.0350	18.2150	18,3060	18,4890	18,6740						
3	18.0600	18.4230	18.6070	18.7000	18.8870	19,0760						
4	18.4530	18.8240	19.0120									
							 		10.000	1	20.2010	7
1	19.2500	19.6370	19.8330	19.9320	20.1310	20,3320		20,5350	20,7400		21,1550	3
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1	13.6700	13.9450	14.0840	14.1540	14,2960	14,4390	> 14.8	14,5830	14,7290	d	15 0240	
2												
3												
				1		1	1	1	1		1	1
- i - i	Ī			1				1			1	İ
1	16.8100	17.1480	17.3190	17.4060	17.5800	17.7560		17.9340	18.1130	ol	18.4750	ol .
2	17.2300	17.5760			18,0190	18.1990	1	18,3810			18.9360	
	1 2 3 3 4 1 2 3 3 4 4 1 1 2 3 3 4 4 1 1 2 3 3 4 4 1 1 2 3 3 4 4 1 1 2 3 3 4 4 1 1 2 3 3 4 4 1 1 2 3 3 4 4 1 1 1 2 3 3 4 4 1 1 1 2 3 3 4 4 1 1 1 2 3 3 4 4 1 1 1 2 3 3 4 4 1 1 1 2 3 3 4 4 1 1 1 2 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 2 3 3 3 4 4 1 1 1 1 1 2 3 3 3 4 4 1 1 1 1 1 2 3 3 3 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 13.6670 2 14.0470 3 14.4400 1 13.6670 2 14.0470 3 14.4400 1 13.6670 2 14.0470 3 14.4400 1 1 13.6670 2 14.0470 3 14.4400 1 1 15.8450 2 16.1190 3 16.4050 4 16.7620 1 1 17.3220 2 17.6800 3 18.0600 4 18.4530 1 19.2500 1 19.2500 1 19.2500 2 14.0600 3 14.4700	1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300 1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300 1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300 1 13.6670 13.9420 2 14.0470 14.3290 3 14.4400 14.7300 1 15.8450 16.1630 2 14.0470 14.3290 3 14.4400 14.7300 1 1 15.8450 16.1630 2 16.1190 16.4430 3 16.4050 16.7350 4 16.7620 17.0990 1 1 15.1500 15.8630 3 15.8700 16.1890 1 1 7.3220 17.6700 2 17.6800 18.0350 3 18.0600 18.4230 4 18.4530 18.8240 1 1 19.2500 19.6370 1 1 19.2500 19.6370	EFF: 04/01/96 EFF: 04/01/97 13.9420	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 13.6670 13.9420 14.0810 14.1510 2 14.0470 14.3290 14.4720 14.5440 3 14.4400 14.7300 14.8770 14.9510 1 15.8650 15.61630 16.3250 16.020 16.9870 2 16.1190 16.4430 16.6070 16.6900 3 16.4050 16.7350 16.9020 16.9870 4 16.7620 17.0990 17.2700 17.3560 1 15.1500 15.4550 15.6100 15.6880 2 15.5500 15.8630 16.0220 16.1020 3 15.8700 16.1890 16.3510 16.4330 1 17.3220 17.6700 17.8470 17.9360 3 18.0600 18.0350 18.2150 18.3060 3 18.0600 18.0350 18.2150 18.3060 3 18.0600 18.8240 19.0120 19.1070 1 19.2500 19.6370 19.8330 19.9320 1 19.2500 19.6370 19.8330 19.9320 1 13.6700 13.9450 14.0840 14.1540 2 14.0600 14.3430 14.0840 14.5580 3 14.4700 14.7810 14.9090 14.9840	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 EFF: 04/01/98 1	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 EFF: 04/01/98 EFF: 99/29/98 1 13.6670 13.9420 14.0810 14.1510 14.2930 14.8360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 13.6670 13.9420 14.0810 14.1510 14.2930 14.8360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 1 13.6670 13.9420 14.0810 14.1510 14.2930 14.8360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 1 13.6670 13.9420 14.0810 14.1510 14.2930 14.8360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 1 13.6670 13.9420 14.0810 14.1510 14.2930 14.8360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 1 13.6670 13.9420 14.0810 14.1540 14.6890 14.8360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 1 13.6670 13.9420 14.0810 14.1510 14.2930 14.4360 3 14.4400 14.7300 14.8770 14.9510 15.1010 15.2520 1 1 15.8450 16.1630 16.3250 16.0070 16.5770 15.0010 15.2520 1 1 15.8450 16.1630 16.3250 16.0070 16.5770 17.0260 3 16.4050 16.7350 16.9670 17.1570 17.3590 17.1570 17.3590 1 1 15.8450 15.8530 16.0220 16.9870 17.1570 17.3590 17.5300 17.7050 1 1 15.5500 15.8630 16.0220 16.0200 16.8570 17.0300 17.7050 1 1 15.5500 15.8630 16.0220 16.0200 16.8570 17.0300 17.7050 1 1 15.8500 15.8630 16.0220 16.0200 16.8570 17.0300 17.7050 1 1 15.8500 15.8630 16.0220 16.0200 16.8570 17.0300 17.0300 17.0300 18.8570 19.0760 4 18.4530 18.8240 19.0120 19.1070 19.2880 19.4910 1 1 17.3220 17.6700 17.8470 17.9360 18.14590 18.65740 18.65740 18.8570 19.0760 1 1 15.5500 15.8630 18.2450 19.0120 19.1070 19.2880 19.4910 1 1 17.3220 17.6700 17.8470 17.9360 18.14590 18.65740 19.0760 1 1 15.6700 18.8240 19.0120 19.1070 19.2880 19.4910 1 1 19.2500 19.8370 19.8330 19.9320 20.1310 20.3320 1 1.44700 14.4700 14.4860 14.5880 14.7040 14.8510 1 1 15.6700 13.9450 14.0840 14.1540 14.2860 14.4350 2 14.0800 14.3430 14.4860 14.5880 14.7040 14.8510 1 1 15.6700 14.9400 14.9400 14.9840 14.5840 15.1340 15.2850 1 14.4700 14.4700 14.5860 14.5860 14.5860 14.7040 14.8510 1 1 15.6700 14.9400 14.9500 14.9840 14.5840 15.1340 15.2850 1 14.4470	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 EFF: 04/01/98 EFF: 09/29/98 EFF: 01/01/99 11.3.9420 14.0810 14.1510 14.2930 14.4380 14.3380 14.43700 14.3290 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.3290 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.4720 14.5910 15.0100 15.2520 14.47400 14.3930 14.47300 14.8770 14.9510 15.0100 15.2520 14.47400 14.3930 14.47300 14.8770 14.9510 15.0100 15.2520 14.47400 14.3930 14.47300 14.8770 14.9510 15.0100 15.2520 14.47400 14.3930 14.47300 14.8770 14.9510 15.0100 15.2520 14.47300 14.3930 14.47300 14.8770 14.9510 15.0100 15.2520 14.47300 14.5700 14.5700 14.5700 15.5700 15.2520 15.5500 15.5450 15.5500 15.5450 15.7500 17.2	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/29/97 EFF: 04/01/98 EFF: 09/29/98 EFF: 01/01/99 EFF: 04/01/98 EFF: 04/01/9	### EFF: 04/01/96 EFF: 04/01/97 EFF: 04/01/96 EFF: 04/01	EFF: 04/01/96 EFF: 04/01/97 EFF: 09/23/97 EFF: 04/01/98 EFF: 01/01/96 EFF: 04/01/98 EFF: 01/01/96 EF	FF: 040798 FF: 0409107 FF: 0409107 FF: 0409108 FF: 030308 FF: 010908 FF: 040909 FF: 040909 FF: 040900 FF: 0409000 FF: 040900
Page 3 C.U.P.E. Local #1943 Wage Schedule

(Collective Agreer	nent
Expires:	September 28, 2	2001

CLASSIFICATION	STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	МОН	+1%	+1%	MOH	+2%	MOH =
			EFF: 04/01/96	EFF: 04/01/97	EFF: 09/29/97	EFF: 04/01/98	EFF: 09/29/98	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
Aide - Reprocessing CSR	1												
Start	1	13.6700	13.9450	14.0840	14.1540	14.2960	14,4390		14,5830	14.7290		15.0240	
After 3 MTH	2	14.0600	14.3430	14.4860	14.5580	14.7040			15.0000			15.4530	
After 1 YR	3	14.4700	14.7610	14.9090	14.9840	15.1340	15.2850		15.4380	15.5920		15.9040	
													
Attendant - Reprocessing CSR										·	····		
Start	1	13.6560	13.9300	14.0690	14.1390	14.2800	14.4230		14.5670	14.7130	· · · · · · · · · · · · · · · · · · ·	15.0070	
After 3 MTH	2	13.9500	14,2300	14.3720	14.4440				14.8810			15.3310	
After 1 YR	3	14.3700	14.6590	14.8060	14.8800	15.0290	15.1790		15.3310	15.4840	ļ —————	15.7940	, T
				į.									
Dispatcher - Ambulance				,				,		1			
Start	1	15.9290	16.2490	16.4110	16.4930	16.6580	16.8250		16.9930	17.1630		17.5060	
After 3 MTH	2	16.1780	16.5030	16.6680	16.7510	16.9190	17.0880		17.2590	17.4320		17.7810	
After 1 YR	3	16.4880	16.8190	16.9870	17.0720				17.5890			18.1200	
After 2 YR	4	16.7620	17.0990	17.2700	17.3560	17.5300	17.7050	1	17.8820	18.0610	1	18.4220	1
										1		1	
Electrician				<u> </u>						1	1	1	T
Start	1	17.3220	17.6700	<u>:</u> 17.8470	17.9360	18.1150	18.2960		18.4790	18.6640		19.0370	J
After 3 MTH	2	17.6800	18.0350	18.2150	18.3060	18.4890	18.6740		18.8610	19.0500		19.4310	1
After 1 YR	3	18.0600	18.4230	18.6070	18.7000	18.8870	19.0760		19.2670	19.4600		19.8490	J
After 2 YR	4	18.4530	18.8240	19.0120	19.1070	19.2980	19.4910		19.6860	19.8830		20.2810	j
													1
Ingredient Clerk - Food Services						j							
Start	1									15.3410		15.6480	<u>, </u>
After 3 MTH	2									15.7930		16.1090	J
After 1 YR	3				ļ.		l			16.2770		16.6030	3
	•			}					· · · · · · · · · · · · · · · · · · ·				
Lead Hand Constr.			I		<u> </u>				:	}			7
Start	1	18.6900							19.9390	20.1380		20.5410	آز
After 3 MTH	2	19.0240				19.8950			20.2950	20.4980		20.9080)
After 1 YR	3	19.4170	1						20.7140	20.9210		21.3390	از
After 2 YR	4	19.7500	20.1470	20.3480	20.4500	20.6550	20.8620)	21.0710	21.2820		21.7080)
				i		<u> </u>			<u> </u>		<u> </u>]	
Lead Hand Mec./Elec.					<u> </u>	<u>L</u>		1	1				7
Start	1	18.6870							19.9360		1	20.5380)
After 3 MTH	2	19.0180			19.6920)	20.2890	20.4920		20.9020)
After 1 YR	3	19.4090					20.5010		20.7060	20.9130)	21.3310)
After 2 YR	4	19.7490	20.1460	20.3470	20.4490	20.6530	20.8600		21.0690	21.2800		21.7060)
]	-		1		1
Maintenance Helper				}	l			ł	ł]		i	
Start	1	13.9050	14.1840	14.3260	14.3980	14.5420	14.6870		14.8340	14.9820		15.2820)
After 3 MTH	2	14.3330			14.8410	14.9890	15.1390		15.2900	15.4430		15.7520	J
After 1 YR	3	14.7380	15.0340	15.1840	15.2600	15.4130	15.5670		15.7230	15.8800		16.1980	ji
						J .							
Maintenance Mechanic]		İ	}		1
Start	1	17.3220	17.6700	17.8470	17.9360	18.1150	18.2960		18.4790	18.6640		19.0370)
After 3 MTH	2	17,6800	18.0350	18.2150	18.3060	18.4890	18.6740	ol .	18.8610			19.4310	
After 1 YR	3	18.0600	18.4230	18.6070	18.7000	18.8870	19.0760		19.2670	19.4600		19.8490	
After 2 YR	4	18.4530	18.8240	19.0120	19.1070	19.2980	19.4910)	19.6860	19.8830		20.2810	
		1						1	1	1	7		1

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					lective Agree eptember 28,	
	MOH	+1%	+1%	МОН	+2%	МОН
	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
)		18.4790	18.6640		19.0370	
)		18.8610	19.0500		19.4310	
į		19.2670	19.4600		19.8490	
)		19.6860	19.8830		20.2810	
	İ					
)		17.9340	18.1130		18.4750	
)		18,3810	18.5650		18.9360	

CLASSIFICATION	STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	МОН	+1%	+1%	МОН	+2%	MOH
			EFF: 04/01/96	EFF: 04/01/97	EFF: 09/29/97	EFF: 04/01/98	EFF: 09/29/98	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/0
Maintenance Plumber													
Start	1	17.3220	17.6700	17.8470	17.9360	18.1150	18.2960		18.4790	18.6640		19.0370	
After 3 MTH	2	17.6800	18.0350	18.2150	18.3060	18.4890	18.6740	-	18.8610	19.0500		19.4310	
After 1 YR	3	18.0600	18.4230	18.6070	18.7000	18.8870	19.0760		19.2670			19.8490	
After 2 YR	4	18.4530	18.8240	19.0120	19.1070	19.2980	19.4910		19.6860	19.8830		20.2810	
				ļ	ļ		<u> </u>						
Painter		10.0100		47.040	17.4000	47.5000	1 47 7500		17.0040	40.4400	ļ	10.1750	
start	1	16.8100							17.9340			18.4750	
After 3 MTH	2	17.2300	17.5760	17.7520	17.8410	18.0190	18,1990		18.3810	18.5650		18.9360	<u> </u>
paramedic1 - Ambulance			<u> </u>				<u> </u>			<u> </u>	 	 	
Start	1 1	18.4100						18.5900			18.8400		19.210
After 1 YR	2	18.9800						19.1700			19.4300		19.810
After 2 YR	3	19.5400						19.7400			20.0100		20.400
			<u> </u>				<u> </u>		<u> </u>			<u> </u>	ļ
Paramedic 2 - Ambulance					<u> </u>								
Start	1	19.5900		ļ	ļ			19.7900			20.0600		20.450
After 1 YR	2	20.1900						20.3900	1		20.6700		21.070
After 2 YR	3	20.7800	1	 		ļ	ļ	20.9900		ļ	21.2700	1	21.680
Pharmacy Aide							1						
start	1	13.6670	13.9420	14.0810	14,1510	14.2930	14,4360		14.5800	14.7260	1	15.0210	
After 3 MTH	1 2	14.0470							14,9840			15.4370	
After1 YR	3	14.4400							15.4050			15.8700	
Alterrity		14.4400	14.7500	14.0710	14.5510	10.1010	10.2020		10.4000	10.0000	1	10.0700	
Physio Assistant													
start	1	16.2100							17.2940			17.8160	
After 3 MTH	2	16.4900							17.5910			18.1220	
After 1 YR	3	16.8000							17.9230			18.4640	
After 2 YR	4	17.1200	17.4640	17.6390	17.7270	17.9040	18.0830		18.2640	18.4470	יו	18.8160	
Physio Attendant					-		-	<u> </u>	<u> </u>		+	-	
Start	1	14.4500	14,7400	14.8870	14.9610	15.1110	15.2620	4	15.4150	15.569	n	15.8800	
After 3 MTH	1 2	14.8000							15,7880			16,2650	
After 1 YR	3	15.1800							16.1940		- 1	16.6830	
Printer		40.000	4=	45 645	1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 4	45.55		45.55			10 :==	
start	1	16.8100							17.9340			18.4750	
After 3 MTH	2	17.2300	17.5760	17.7520	17.8410	18.019	18.1990	1	18.3810	18.565	9	18.9360	1
D D M				1	 		+			1	+	 	<u> </u>
Start	1	16.2100	16.5360	16.7010	16.7850	16.9530	17.1230		17.2940	17.467	ol l	17,8160	d
After 3 MTH	2	16,4900							17.5910			18,1220	
After 1 YR	3	16.8000							17.9230			18.4640	
After 2 YR	4	17.1200							18.2640			18.8160	
	- 	1	†		1		1	i	† · · · · · · · · · · · · · · · · · · ·	1	1	1	t

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	Collective Agreement	
Expires:	September 28, 2001	

CLASSIFICATION	STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	МОН	+1%	+1%	МОН	+2%	MOH
CLASSIFICATION	OILI NO.	IVAIL	EFF: 04/01/96					MOR	EEE- 04/04/00	EFF: 09/29/99	MON	FEE: 00/20/00	MUR
in Desistant D.D.N	1		211.0401/00	211.040.001	L	211.04/01/30	LIT. USIZSISO	EFF. 01/01/33	EFF. 04/01/33	EFF. 03/23/33	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
Non-Registered R.P.N.	1	14.1640	44.4400	44.5000	44.0000	44.0400	44.0040		15.111		ļ		
Start	1 1		14.4490		14.6660	14.8130			15.1110			15.5670	
After 3 MTH	2	14.4750	14.7660	14.9140					15.4430			15.9090	
After 1 YR	3	14.7480	15.0440	15.1940					15.7330			16.2080	
After 2 YR	4	15.0810	15.3840	15.5380	15.6160	15.7720	15.9300		16.0890	16.2500		16.5750	
Tech (RPN) - OR													
Start	1	16,2100	16.5360	16.7010	16.7850	16.9530	17.1230		17.2940	17,4670		17.8160	
After 3 MTH	2	16.4900	16.8210	16.9890	17.0740	17.2450	17,4170		17.5910			18,1220	
After 1 YR	3	16.8000	17.1380	17.3090	17.3960	17.5700	17.7460		17.9230			18,4640	
After 2 YR	4	17.1200	17.4640	17.6390	17.7270	17.9040			18.2640			18.8160	
Rec./Stores Clerk		· · · · · · · · · · · · · · · · · · ·											
		13,6700	40.0450	44.0040	44 4546	44.000	111000				<u> </u>	ļ	<u> </u>
Start	1		13.9450						14.5830			15.0240	
After 3 MTH	2	14.0600	14.3430						15.0000			15.4530	
After 1 YR	3	14.4700	14.7610	14.9090	14.9840	15.1340	15.2850		15.4380	15.5920		15.9040	
Charge Autopsy Attendant									1	 	 	1	
Start	1									19.8300		20,2270	1
After 3 MTH	2								ł	20.5800		20.9920	
After 1 YR	3			· · · · · · · · · · · · · · · · · · ·				 	 	21.5800		22.0120	
After 2 YR	4			 	 	 	1	1	 	23.0100		23.4700	
Mol 2 III	<u> </u>						<u> </u>	 	 	23.0100	<u> </u>	23.4700	<u>'</u>
Sr. Autopsy Assistant					1			1		 	 	 	†
Start	1	16.7620	17.0990	17.2700	17.3560	17.5300	17.7050	i	17.8820	18.0610	 	18.4220	
After 3 MTH	2	17.0960							18,2390			18.7890	
After 1 YR	3	17.4890							18.6580			19.2220	
After 2 YR	4	17.8100							19.0000			19.5740	
							1	1	10.000	10:1000		13.574	
Autopsy Assistant													
Start	1	13.9880					14.7750)	14.9230	15.0720)	15.3730	OT .
After 3 MTH	2	14.4180							15.3810	15.5350)	15.8460	D)
After 1 YR	3	14.8560				15.5380	15.6930		15.8500	16.0090		16.3290)
After 2 YR	4	15.3820	15.6910	15.8480	15.9270	16.0860	16.2470		16.4090	16.5730		16.9040	
-			<u> </u>		 		-		<u> </u>		 	<u> </u>	
Sr. Groundskeeper					<u> </u>				 	 	 	1	
Start	1	16.8100	17.1480	17.3190	17.4060	17.5800	17.7560		17.9340	18,1130		18,4750)
After 3 MTH	2	17.2300	17.5760	17.7520	17.8410	18.0190			18.3810			18.9360	
Stat. Engineer 3 - Plant Operations	-	ļ		<u> </u>	ļ	 							
		17.7800	18.1370	18,3180	18.4100	18.5940	18,7800	 	40.000	40 400		10000	
Start VP	2	18.2200							18.9680			19.5410	
After 1 YR		10.2200	10.5660	10.7/20	10.0000	19.0550	19.2460	1	19.4380	19.6320	<u> </u>	20.0250	<u>'</u>
Surgical Suite Assistant										<u> </u>		 	
Start	1	15.8450	16.1630	16.3250	16,4070	16.5710	16.7370		16.9040	17.0730		17.4140	
After 3 MTH	2	16.1190	16.4430	16.6070	16,6900	16.8570	17.0260	ol .	17.1960			17.7150	
After 1 YR	3	16.4050	16.7350	16.9020	16.9870	17.1570			17.5020			18.0310	
After 2 YR	4	16.7620	17.0990	17.2700	17.3560				17.8820			18.4220	
	1		1	1						1	 	1.5.7220	<u> </u>

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+1%	MOH	+2%	МОН
09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
14.9820		15.2820	
15.4430		15.7520	
15.8800		16.1980	
,			
17.5470		17,8980	
17.8440		18.2010	
18.1660	<u> </u>	18.5290	
18.5090		18.8790	
.0.000	 	1	l
16.4700	İ	16.7990	
16.8430	İ	17.1800	
17.2790		17.6250	
			i
18.7550	<u> </u>	19.1300	
19.0750		19.4570	
19.4480		19.8370	
19.8330	1	20.2300	1
15.5220		45 0000	
15.5220		15.8320 16.1850	
16.1750		16.1850	
16.1730		16.8520	
10.0220	<u>'I</u>	1 10.0020	<u>'I</u>
	 	 	
14.8930	1	15.1910	ol .
15.3540		15.6610	
15.8550		16 1720	

CLASSIFICATION	STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	MOH	+1%	+1%	MOH	+2%	MOH
			EFF: 04/01/96	EFF: 04/01/97	EFF: 09/29/97	EFF: 04/01/98	EFF: 09/29/98	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
Vaste Attendant													
Start	1	13.9050	14.1840	14.3260	14.3980	14.5420	14.6870		14.8340	14.9820		15.2820	
After 3 MTH	2	14.3330	14.6210	14.7670	14.8410	14.9890	15.1390		15.2900	15.4430		15.7520	
After 1 YR	3	14.7380	15.0340	15.1840	15.2600	15.4130	15.5670		15.7230	15.8800		16.1980	
Ambulance 1st Class	1 1				1				1	1	1	ı	
Start	1	16.2850	16.6120	16,7780	16.8620	17.0310	17,2010	A. Carlo	17,3730	17,5470		17.8980	1
After 3 MTH	2	16.5610	16.8940						17.6670			18,2010	
After 1 YR	3	16.8590	17.1980	17.3700					17.9860	18.1660		18.5290	
After 2 YR	4	17.1790	17.5240	17.6990					18.3260	18.5090		18.8790	
Ambulance 2nd Class					ļ		1	<u> </u>	<u> </u>			L	<u> </u>
Start	1 1	15.2860	15.5930						16.3070			16.7990	
After 3 MTH	2	15.6320	15.9460						16.6760			17.1800	
After 1 YR	3	16.0360	16.3580	16.5220	16.6050	16.7710	16.9390		17.1080	17.2790	1	17.6250	1
Ambulance Sr. Attendant													
stall	1	17,4050	17.7550	17.9330	18.0230	18,2030	18.3850		18,5690	18.7550	ol .	19.1300	i i
After 3 MTH	2	17,7030	18.0590						18.8860	·		19,4570	
After 1 YR	3	18.0480	18.4110						19.2550			19.8370	
After 2 YR	4	18,4060	18.7760						19.6370			20.2300	
													<u> </u>
Cook													
start	1	14.4050		14.8420					15.3680			15.8320	
After 3 MTH	2	14.7270							15.7110			16.1850	0
After 1 YR	3	15.0120		15.4670	15.5440	15.6990	15.8560		16.0150			16.4990)
After 2 YR	4	15.3340	15.6420	15.798	15.8770	16.036	16.1960		16.3580	16.5220	이	16.8520	O
Cook Assistant		<u> </u>		Ì		1	1	 	 	+	 	 	-
Start	1	13.8220	14,1000	14,241	14.3120	14.4550	14.6000		14,7460	14.8930	5	15.191	0
After 3 MTH	2	14.2500							15.2020			15.661	
After 1 YR	3	14.7150							15.6980			16.172	
				ļ		 		<u> </u>					
Dietary Lead Hand		44.0000	44 2000	14.540	44 5000	14 700	44.070/	1	45.005	45.475		45 470	
Start	1	14.0830	14.3660					1	15.0250			15.479	
After 3 MTH	2	14.4770							15.4450			15.911	
After 1 YR	3	14.9640	15.2650	15.418	15.4950	15.650	15.8070) <u> </u> 	15,9650	16.125	<u> </u>	16.448	0
Dietary Stores Clerk				<u> </u>	1	<u> </u>				<u> </u>			
Start	1	14.0800	14.3630	14.507	14.5800	14.726	14.8730) : : : :	15.0220	15.172	0	15.475	0
After 3 MTH	2	14,5000	14.7910	14.939	15,0140	15.164	15.3160		15.4690	15.624	0	15.936	0
After 1 YR	3	14.9500	15.2500	15.403	15.4800	15.635	15.7910		15.9490	16.108	0	16.430	D.
Dietary Worker. Night		1	1		1	1	1	1	1	1		1	1
stall	1	13.2140	13.4800	13.615	13.6830	13.820	13.9580	ol .	14.0980	14.239	ol	14.524	ol
After 3 MTH	2	13.5600							14,4660		-	14.903	-
After 1 YR	3	13.9650	14.2460						14,8990			15.349	

Collective Agreement Expires: September 28, 2001

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JUUC	. 177.	4311	V11V

				· · · · · · · · · · · · · · · · · · ·		I							
	0467.21		15.4840	15.3310				14.8800	14.8060	14.6590	14.3700	3	AY i YR
	0155.31		15.0300	0188.41		0 4 .7340	14.5880	14.4440	027E.41	14.2300	13.9500	7	HTM £ 191
	14.9030		0113.41	14.4660		14.3230	0181.41	0140.41	017e.£r	13.8330	13.5600	ŀ	he
												Ī	anucià ueiber
	15.2330		0458.41	0987.41	·	14.6400	0964.41	0135.41	14.2800	14.1390	13.8600	3	Ref 1 YR
	14.8260		14.5350	14.3910	i.						0064.Er	2	HTM & 1-91
	14.4410			14.0180					13.5380		13.1400	Į.	μe
													apide Yide
	0506.81		0672,81	0000001		0.14-701	2000:01	0.70001					\\\\ 7.00
	0628.31			0604.81							15.3820	7	Ner 2 YR
	15.8460								0706.31		14.8560	3	AY I tal
	0878.21			14.9230					038.41		0814.41	5	hs: HTM & not
	0626 31		0620 91	OECO A!		0277.41	14.6290	14.4840	14.4120	14.2690	0886.61	<u>۱</u>	ab & Autopsy Assistant
	0844.31			15.9650		0708.21	15.6500	0261.21	15.4180	15.2650	0496.41	3	ler 1 YR
	0TT8.21			15.4120				14.9280	14.8840	07.57.41	0744.41	2	HTM E 191
	0674.31		0571.31	15.0250		0978.41	14.7290	14.5830	14.5100	14.3660	14.0830	l.	ha
													onsekeeping Lead Hand
	0064.81		0801.31	12.9490		0167.21	15.6350	0084.21	15.4030	15.2500	0096.4r	ε	Ref 1 YR
	0856.31			0694.21							14.5000	2	Rer 3 MTH
	0674.81			15.0220				14,5800	0703.41	0636.41	14.0800	1	he
								000377	020377	0000 77	000077		ead Stores Clerk
	0064.81			12.9490					15,4030		0026.≯∤	3	ler 1 YR
	0960.71			0763.81			0115.81		0076.21		15.5000	2	HTM E 193
	0274.21		0 <u>S</u> 71.21	15.0220		0£78.4r	14.7260	14.5800	0702.Þf	0636.41	0080.≯1	1	Tis.
					i				<u> </u>	<u>)</u>	<u> </u>))	sad Cleaner
	0731.81		0108.71	17.6250		00 21 .71	077 <u>2.</u> 71	0901.71	0120.71	0558.81	16.5200	7	er 2 YR
	08£T.Tr			0812.71			0678.81	16.7120	0628.81		16.1400	3	8Y 1 YR
	0S3E.71			16.8440		0778.81	16.5120	06 1 £.31	16.2680	0701.81	0067.21	2	HTM 819
	17.0020		0699.31	16.5040		16.3410	0671.81	0610.31	0659.31	0187.21	0074.31		he
													កិតពាប៉ុចព
-	0678.81		0843.31	0182.31		16.2220	0100.01	0700'01	0070:01	0000001	0.100.01		PY S 161
	0381.31			0500.31			0888.21 0180.81	0553.31 0209.31	15.8230	0606.21 0333.21	0100.21 0736.21	3	ler 1 YR
	0560.31			0158.21			0616.31 0889.31	0181.21	0880.21 0824.21	0756.41	14.6430	2	HTM 5 191
	0107.21			15.2410			0149.41	0597.41	0917.41	0572.41	14.2860	1	he here
	0.702.07					0000 37	077077	000277	100/277	002377	030077		onuqakeeber
	0681.31		0278.31	0217.21		0623.31	0204.21	15.2520	0971.31	15.0260	00£7.4r	3	AY I 18
	06£7.31			077 <u>C</u> 31		15.1260	097 6. 41	0828.41	042T.A1	080a.4r	14.3200	2	HTM £ 19
	15.3000		15.0000	0128.41		0407.41	14.5580	0414.41	14.3420	14.2000	13.9200	1) ht
	00107150 1 1 77	0000000000	00/07/02 : : ==	001104000									neral Labourer
	EEE: 09/29/00								EFF: 04/01/97	EFF: 04/01/96	<u> </u>		
HOM	%Z+	HOM	%1+	%1+	HOM	%1+	%l+	%5.0+	%i+	%10.2+	STAR	STEP NO.	CLASSIFICATION

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(Collective Agreement
Expires:	September 28, 2001

CLASSIFICATION	STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	МОН	+1%	+1%	МОН	+2%	MOH
			EFF: 04/01/96	EFF: 04/01/97	EFF: 09/29/97	EFF: 04/01/98	EFF: 09/29/98	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
inen Aide													
Start	1.	13.6670	13.9420	14.0810	14.1510	14.2930	14.4360		14.5800	14.7260		15.0210	
After 3 MTH	2	14.0470	14.3290	14.4720	14.5440	14.6890	14.8360		14.9840	15.1340		15.4370	
After 1 YR	3	14.4400	14.7300	14.8770	14.9510	15.1010	15.2520		15.4050	15.5590		15.8700	
Linen Room Aide													
Start		13:6676	13.9420	14.0810	14.1510	14.2930	14,4360		14.5800	14.7260		15.0210	
After 3 MTH	2	14:0470	14.3290	14,4720	14:5449	14,6890	14,8360		14.9840	15.1340		15.4370	
After 1 YR	9	14:4400	14:7300	14.8770	14,9510	15.1010	15.2520		15,4050	15.5590		15.8700	
							ı	Ī	Ī	i		É	į
Maintenance Mech. St. Eng.4					l	L			L	4	1	1	1
Start	1	16.6400	16.9740	17.1440	17.2300	17.4020	I 17.5760		17.7520) 17.9300		18,2890	
After 6 MTH	2	17.0300	-	17.5460		1			18,1680			18.7170	
			17.5720		17.0040	1	17.5000		10.1000	10.0000	L	10.7170	
Maintenance Mech. St.													
Start	1	16.7620		17.2700		17.5300			17.8820			18.4220	
After 3 MTH	2	17.0960	17.4400	17.6140					18.2390			18.7890	
After 1 YR	3	17.4890	17.8410	18.0190					18.6580			19.2220	
After 2 YR	4	17.8100	18.1680	18.3500	18.4420	18.6260	18.8120		19.0000	19.1900		19.5740	1
	,		•	i	i	i	i	i	i	i	İ	į .	Ì
Nursing Orderly													
Start	1	14.2470			14.7510	14 8990	15 0480		15.1980	15,3500		15,6570	
After 3 MTH	2	14.5240			15.0390	15,1890	15.3410		15,4940	15,6490		15.9620	
After 1 YR	3	14.8090			15.3340	15,4870	15.6420		15,7980	15,9560		16.2750	
After 2 YR	4	15,1660	15.4710	15.626	15,7040	15:8610	16:0200		16,1800	16.3420	·	16.6690	
								ļ		<u> </u>	 		
Orderly									12.005	45.000		45.005	
Start	1	14.2700							15.2250			15.6850	
After 3 MTH	2	14.5500							15.5220			15.9910	
After 1 YR	3_	14.8500							15.8410			16.3190	
After 2 YR	4	15.1800	15.4850	15.640	15.7180	15.875	16.0340	<u> </u>	16.1940	16.3560	9	16.6830	"
			ļ			ļ	 	<u> </u>		ļ			
Orderly Trainee	!			 		<u> </u>		 		·		1	
Start	l <u>1</u>	14:2700	14:5570	14.703	0) 14.7770	14:925	15:074		15.225	15.377(15.685	
After 3 MTH		14:5500	14:8420	14.990	0 1 15.065 0	15:216	15:3680	<u> </u>	15.522	15.6770	<u> </u>	15.991	<u> </u>
			<u> </u>					 	<u> </u>			 	
Radiology Attendant		44.455	44 = 45	44.00=	44.004	45 444	45 000		45 445	45.500		45.000	
Start		14.4500							15.415			15.8800	
After 3 MTH	2	14.8000							15.788			16.2650	
After 1 YR	3	15.1800	15.4850	15.640	15.7180	15.875	16.0340	315-7	16.194	16.3560	<u> </u>	16.6830	1
Defet Markania		ļ	 	 	 				 	 		 	
Refrig. Mechanic		17.3320	17,6800	17.857	17.9460	18.125	18.3060		18.489	18.6740	<u> </u>	19.0470	
Start	1 2	17.6800							18.861			19.431	
After 3 MTH	3	18.0600							19.267			19.431	
After 1 YR									19.686			20.2810	
After 2 YR	4	18.4530	10.8240	19.012	19.10/0	19.298	19.4910	4	19.000	19.8830	<u> </u>	20.2810	4

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Collective Agreement Expires: September 28, 2001

CLASSIFICATION	STEP NO.	RATE	+2.01%	+1%	+0.5%	+1%	+1%	МОН	+1%	+1%	MOH	+2%	MOH
			EFF: 04/01/96	EFF: 04/01/97	EFF: 09/29/97	EFF: 04/01/98	EFF: 09/29/98	EFF: 01/01/99	EFF: 04/01/99	EFF: 09/29/99	EFF: 01/01/00	EFF: 09/29/00	EFF: 01/01/01
Resp. Tech Aide													
Start	1	14.5100	14.8020	14.9500	15.0250	15.1750	15.3270		15.4800	15.6350		15,9480	
After 3 MTH	2	14.9020	15.2020	15.3540	15.4310	15.5850	15.7410		15.8980	16.0570	<u> </u>	16.3780	
After 1 YR	3	15.2830	15.5900	15.7460	15.8250	15.9830	16.1430		16.3040	16.4670		16.7960	
Resp. Tech Attendant					<u> </u>						<u> </u>		
Start	1	13.7260	14.0020	14,1420	14.2130	14.3550	14.4990		14.6440	14.7900		15,0860	
After 3 MTH	2	14.0470	14.3290	14.4720	14.5440	14.6890	14.8360	1	14.9840	15.1340		15,4370	
After 1 YR	3	14.4400	14.7300	14,8770	14.9510	15.1010	15.2520		15.4050	15.5590		15.8700	
SPD Lead Hand							l						
Start	1	16.0820	16.4050	16.5690	16.6520	16.8190	16.9870		17.1570	17.3290		17.6760	
After 3 MTH	2	16.4760	16.8070	16.9750	17.0600	17.2310	17.4030		17.5770	17.7530		18.1080	
After 1 YR	3	16.9640	17.3050	17,4780	17.5650	17.7410	17,9180		18.0970	18.2780		18.6440	
Seamstress													
Start	1	13.5800	13.8530	13.9920	14.0620	14.2030	14.3450		14,4880	14.6330		14,9260	
After 3 MTH	2	13.9700	14.2510	14.3940	14.4660	14.6110	14.7570		14.9050			15.3550	
After 1 YR	3	14.3900	14.6790	14.8260	14.9000	15.0490	15.1990		15.3510	15.5050		15.8150	
Ward Aide			1								<u> </u>		
Start	1	13.1400	13.4040	13.5380	13.6060	13.7420	13.8790		14.0180	14.1580		14.4410	
After 3 MTH	2	13.4900	13.7610	13.8990	13.9680	14.1080			14.3910			14.8260	
After 1 YR	3	13.8600	14.1390	14.2800	14.3510	14.4950			14.7860			15.2330	

