COLLECTIVE AGREEMENT

BETWEEN:

JAMES BAY GENERAL HOSPITAL

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA



EXPIRY: 31 MARCH, 2008

13931 (01)

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The Public Service Alliance of Canada

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ARTICLE 1 - PREAMBLE

1.01 <u>Preamble</u>

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.

I02 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 – RECOGNITION AND DEFINITIONS

2.01 The Hospital recognizes the Public Service Alliance of Canada as the sole and exclusive collective bargaining agent of the James Bay General Hospital in Moosonee, Moose Factory, Kashechewan, Fort Albany and Attawapiskat, save and except Directors, persons above the rank of Director, professional medical staff, Payroll/Personnel Officer, Administrative Secretary and persons for whom any trade union held bargaining rights as of 29 January, 1992.

2.02 Definitions

- (a) A "Full-time employee" shall be defined as an employee who is regularly scheduled to work the normal full-time hours set out in Article 14.01.
- (b) A "Part-time" employee shall be defined as an employee who regularly works less than the normal weekly and/or daily full-time hours set out in Article 14.01.
- (c) A "Casual" employee shall be defined as an employee who works less than the normal full time hours set out in Article 14.01 and who is employed on an as and when needed basis.
- (d) Temporary Employee
 Employees may be hired for a specific term not to exceed six months, to replace an employee who will be on approved leave of absence, absence due to W.C. B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a

ARTICLE 2 - Continued

further six months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave.

The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

ARTICLE 3 – RELATIONSHIP

3.01 No Discrimination

The parties agree that 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.

3.02 Management Rights

The Union acknowledges that it is the exclusive right and power of the Hospital, subject to the express terms and provisions of this Collective Agreement:

(a) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machine equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement;

ARTICLE 3 - Continued

- (b) to maintain order, discipline and efficiency and to make and alter from time to time, reasonable rules and regulations to be observed not inconsistent with the provisions of this Agreement.
- (c) to direct the working forces, to hire, promote, demote, transfer, layoff, suspend and discipline employees for just cause;
- (d) to discharge employees for just cause, subject to the use of the Grievance Procedure:

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts as 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

It is agreed that all employees who are eligible to be in the bargaining unit will be required to pay an amount equal to the current monthly Union dues and/or assessments, whether a member or not. The Hospital agrees that it shall remit such amounts to the Union monthly, by the 15th of the month following deduction.

A list of names and amounts so deducted shall be forwarded to the Comptroller of the Union at the same time.

5.02 T-4 Slips

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

5.03 Notification to Union

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

ARTICLE 5 - Continued

5.04 Employee Interview

The Hospitalagrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions set out in the articles dealing with Union security and dues check-offs. 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.

5.05 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospitalor 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.

<u>ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES</u>

6.01 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.

ARTICLE 6 -- Continued

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.

Committee minutes shall be sent to the Chair of the Hospital Board.

6.02 <u>Alliance Representation</u>

The Hospital acknowledges the right of the Alliance to appoint four (4) employees as representatives.

The Union shall keep the Human Resources Department notified, in writing, of the Union representatives as well as the effective date of their respective appointments.

The Union shall provide in writing, the names of representatives for committees, etc. within the collective agreement.

The Hospital agrees to recognize three (3) Alliance representatives who will be granted time off without loss of regular earnings for the purpose of negotiating a renewal collective agreement, up to but not including arbitration. It is understood that this number shall not include more than one (1) representative from the Ambulance Service.

An authorized representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a complaint of an urgent nature, to meet with management on a grievance or to attend a meeting at the request of management. Such permission shall not be unreasonably withheld. The authorized representative shall report back to their immediate supervisor when resuming their normal duties.

If, in the performance of his duties, a Union steward is required to enter an area in which he is not employed, he shall report his presence to the supervisor of the area immediately upon entering it to request permission to so conduct his business. Such permission shall not be unreasonably withheld-

6.03 Union Activity

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.

ARTICILE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definition of Grievance

For the purposes of the Agreement, a grievance shall be 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 arbitralable.

7.02 An employee who has a complaint shall discuss it orally with their immediate supervisor or designate either alone or at the request of the employee with the assistance of an Alliance Representative, In the event that the complaint is not settled in that manner, it may then become a grievance.

7.03 Step 1

An employee may submit a grievance in writing to the Director or designate within fourteen (14) calendar days from the date the grievor became aware, or ought to have reasonably become aware of the circumstances giving rise to the grievance. The grievance shall clearly state the nature of the grievance, the provisions of the collective Agreement alleged to have been violated, the remedy sought, and shall be signed by an authorized Union representative. Where requested by the grievor at the time of the submission of the grievance, a meeting shall be held between the Director and the grievor no later that seven calendar days after such request. The grievor may be accompanied by a steward, if the employee wishes. Within nine calendar days of receipt of the grievance, or the holding of the meeting, the Director or designate shall reply in writing.

7.04 <u>Step 2</u>

Failing satisfactory settlement at Step 1, the grievor may submit the grievance to the Executive Director or his designate within fourteen (14) calendar days from the date of receipt of the reply to the grievance from Step 1. Where requested by the grievor at the time of the submission of the grievance, a meeting shall be held between the Executive Director and the grievor no later than seven calendar days after such request. The grievor may be accompanied by a union representative, if the employee wishes. Within nine calendar days of receipt of the grievance, or the holding of the meeting, the Executive Director or designate shall reply in writing.

ARTICLE 7 - Continued

- (c) The two (2) appointees so selected shall, within five working days after receipt of notice of appointment of the second of them, appoint a third person who shall be the Chairman of the Arbitration Board;
- (d) If the recipient of the notice fails to name an appointee, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment may be made by the Minister of Labour of the Province of Ontario upon request of either party;
- (e) Wherever arbitration board is referred to in this Agreement, the parties may mutually agree, in writing, to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to the arbitration board shall appropriately apply;
- **7.12** Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work.

ARTICLE 8 - ACCESS TO FILES

8.01 Access to Personnel File

Each employee shall have reasonable access to his personnelfile during regular business hours and upon a minimum of **24** hours notice for the purpose of reviewing any documents contained therein in the presence of a designate of the Executive Director. An employee has the right to request copies of any documents in this file.

8.02 Clearing of Record

An employee disciplinary record shall be cleared by the employer within one month following the termination of eighteen (18) continuous months of penalty-free conduct.

8.03 Discipline

An employee requiring discipline shall be notified of his discipline, in writing, within 9 days following the date on which the employee's supervisor became aware of the incident. A copy of the notice shall be sent to the designated representative of the Union at the same time.

ARTICLE 7 – Continued

7.05 Step 3

Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration as hereinafter set out, provided such referral is made within 21 calendar days of the answer at Step 2. Where such referral is not made within the time limits, it shall be deemed to be abandoned.

- 7.06 Grievances involving suspension or discharge shall be initiated at Step 2.
- 7.07 Any or all of the time limits applicable to the **grievance/arbitration** procedure may be extended by mutual agreement of the Alliance and the Hospital.

7.08 Direct Difference Grievance

Any difference arising directly between the Alliance and the Hospital concerning the interpretation, application, administration or alleged violation of the provisions of the collective agreement may be submitted by the Alliance in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.

- 7.09 Grievance meetings may be conducted by teleconference. Where either party requests such a meeting be held by teleconference, the other party shall not unreasonably deny the request.
- 7.10 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article.

7.11 Arbitration Procedure

Where a grievance is to be referred to arbitration, the falling procedure shall apply:

- (a) The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration, giving the name and address of its appointee to the arbitration board;
- (b) Within nine (9) calendar days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board;

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed sixty (60) days of work (or 450 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 sixty (60) working days or 450 hours, as appropriate. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis. Part-time employees and casual employees will accumulate seniority on the basis of hours worked in the bargaining unit as of the last day of hire, except as otherwise provided herein.

9.03 Seniority lists

The Hospital shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board and in the appropriate departments in April of each year. The seniority list shall be posted for 15 days after which time such lists will be deemed to be correct.

Seniority shall be calculated from the most recent date of hire and shall use hours of work to determine the most senior employee.

9.04 Loss of Seniority

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

(a) resigns;

ARTICLE 9 – Continued

- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for 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;
- (h) has not worked a shift in six consecutive months unless on an approved leave of absence for that period.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar 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 subsidized employee benefits in which he 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 W.C.B. benefits. The Hospital will continue to pay its share of the premiums from the

ARTICLE 9 – Continued

commencement of the leave while an employee is on maternity, adoption and/or parental leave. Service shall accrue from the commencement of the leave if an employee is on maternity, adoption and/or parental leave. Notwithstandingthis provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits;

(c) It is further understood that during an 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.

Notwithstandingthis provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or L.T.D. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 Job Posting

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

All postings shall contain the following information: Department, Classification; Status; Shift and Wage Rate.

Employees will receive a letter of acknowledgement of application for job posting vacancies.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) working days. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

Employees shall be selected for vacancies on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal, then seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

ARTICLE 9 - Continued

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

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

A list of vacancies filled in the preceding month under this article and the names of the successful applicants will be posted.

9.07 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit:

- (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 a temporary assignment not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation form the date of return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

9.08 Notice of Layoff

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

(a) Provide the Union with no less than 90 calendar days notice of such layoff, and

ARTICLE 9 – Continued

- (b) Meet with the Union through the Labour Management Committee to review the following;
 - (i) the reason causing the layoff;
 - (ii) the service the Hospital will undertake after the layoff;
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

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

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

9.09 Layoff and Recall

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

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

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

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

ARTICLE 9 - Continued

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

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

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

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

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing).

The notification shall state the job the employee is eligible to be recalled to and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed fourteen (14) calendar days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

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

Notwithstanding Article 9.09b paragraphs 1 and 2 of the Collective Agreement, it is understood that a full-time employee can only displace another full time employee who has less seniority and who is the least senior full time employee in an identical or lower paying classification and that whose job the

ARTICLE 9 – Continued

originally displaced employee can perform and that a part time employee can only displace another part time employee who has less seniority and who is the least senior part time employee in an identical or lower paying classification and who job originally displaced part time employee can perform.

Furthermore, a full time employee shall have the opportunity of recall from a layoff to an available opening in a full time position only in the order of seniority, provided that employee has the ability to perform the work and a part time employee shall have the opportunity of recall from a layoff to an available opening in a part time position only in order of seniority provided the employee has the ability to perform the work. These recall opportunities will be made available before openings are filled on a regular basis under the job posting procedure and the posting procedure in the Collective Agreement shall not apply until the recall process is complete.

9.10 Benefits Premiums on Layoff

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

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

9.11 Technological Change

The Hospital undertakes to notify the Union so far as practicable, of any technological change 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.

ARTICLE 9 - Continued

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

Employees with one or more years of continuous service who are subject to layoff 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

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT

1 **101** 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.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave

Written request for personal level of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the

ARTICLE 12 – Continued

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 <u>Union Business</u>

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 reasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital, unless it is not reasonably possible to give such notice.

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.

It is agreed that when employees (either full-time or part-time) are absent from the hospital on authorized Union business, that such leave shall be with pay and benefits. Benefits will be calculated at 20%. The Union agrees to reimburse the Hospital for such pay and benefits.

Union executives will be granted a total of fifty (50) days leave per calendar year.

12.03 <u>Full-time position with the Union</u>

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 (I) 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.

ARTICLE 12 – Continued

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.

Not withstanding 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 four working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse (including common-law), child, parent, sister, brother, mother in-law, father in-law, grandparent, grandchild, brother in-law, sister in-law, niece, nephew 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.

In addition, the employee may be granted up to three (3) days leave without loss of regular earnings in order to travel to and from the place of the funeral. This approval is solely at the discretion of the Executive Director or his designate.

Employees shall be given four hours time off without loss of earnings from regularly scheduled hours to attend funerals in their community, it being understood that Hospital needs cannot be adversely affected.

12.05 Jury &Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital,

ARTICLE 12 - Continued

the employee shall not lose regular pay because of such attendance provided that the employee:

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

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

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

12.06 Pregnancy and Parental Leave

Except where amended in this collective agreement, pregnancy and parental leave will be granted in accordance with the provisions of the Employment Standards Act, which provisions shall form part of this collective agreement.

The employee shall give written notification one month before the commencement of the leave of the employee's request for leave together with her expected date of return. The Hospital may require an employee to provide her doctor's certificate as to pregnancy and expected date of delivery.

An employee on pregnancy or parental leave who provides the Hospital with proof that the employee has applied for and is in receipt of Unemployment Insurance benefits pursuant to Sections 18 or 20 of the <u>Unemployment Insurance Act</u> shall be paid a supplemental unemployment benefits. Payments with respect to either a period of pregnancy or a period of parental level made according the Supplementary Unemployment Benefits will consist of the

ARTICLE 12 – Continued

following: up to the maximum of fifteen (10) weeks of pregnancy leave and ten (10) weeks parental leave, payment equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three (93%) percent of the weekly rate of pay. The employees regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the last day worked before the commencement of the leave times the employee's normal weekly hours. Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the Plan.

Credits for service and for seniority shall not be suspended but shall accumulate while an employee is on pregnancy or parental leave. Time spent on such leaves shall be counted for pay increment purposes.

The Hospital will continue to pay its share of the premiums of the employee benefits in which the employee is participating while an employee is on pregnancy or parental leave.

Subject to any changes to the employee's status that would have occurred had the employee not been on pregnancy or parental leave, the employee shall be reinstated to the employee's former duties, on the same shift in the same department, and the same rate of pay.

12.07 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 employment qualification.

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

ARTICLE 12 - Continued

12.08 Traditional Leave

For those staff employed as at 29 January, 1992 (service employees) and at 14 May, 1992 (paramedical employees) the following Employment Leave policy shall apply:

After six continuous months of employment, employees may be granted ten (10) working days of leave without pay.

- (a) Since this is an option of policy, the employer will use it with discretion, whether an employee can leave at his requested date or at a time more suitable to the needs of the Hospital. This leave will be determined by staff requirements as other employees may be on holiday or on sick leave.
- (b) This leave must be taken between September and 30 April, wherever possible, and is not to be included with annual vacation.
- (c) All employees requesting an employment leave must complete the request for leave of absence form a minimum of 30 days prior to their desired leave.
- (d) This leave is intended to give employees a break from their employment and therefore must be taken in its entirety (i.e. the whole | 0 days not 5 now, 5 later or any other combination of 10).

Article 12.09 Family Leave Responsibilities

- (a) For the purposes of this clause, family is defined as spouse, the employee's or spouse's dependent children, parents (including stepparents) any relative permanently residing in the employee's household or with whom the employee permanently resides, or any other person for whom the employee has care giving responsibilities.
- (b) Subject to the exigencies of patient care and safety, an employee may request the use of lieu time to provide for the immediate and temporary care of a sick family member or attend a medical or dental appointment of the employee's family to a maximum of five (5) days per calendar year. Such leave time requests will not be unreasonably denied.

ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY

13.01 Sick leave will be administered in a fair and consistent manner and be granted on the following basis:

The Hospitalwill assume total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure and include:

Eligibility for sick leave benefits for full time employees is effective after three months of service are completed and the amount of sick pay is as follows:

at least three months	66-2/3% of regular earnings
at least 1 year	70% of regular earnings
at least 2 year	80% of regular earnings
at least 3 years	90% of regular earnings
at least4years	100% of regular earnings

Proof of Disability, such as a doctor's (medical) certificate, that is satisfactory to the Hospital, is required if the employee is absent for three days or more and is subject to a periodic review thereafter. Such proof may be required at any time in order to qualify for benefits.

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (H00DIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction.

Existing sick leave credits for each employee as at April ¶ 1991 on transfer from old sick leave plan to HOODIP shall be converted to a sick leave bank to the credit of the employee. This sick bank shall contain the unused sick leave credits to the credit of the employee on March 31, 1991 and shall be utilized to:

(a) supplement payment for sick leave days under HOODIP which would otherwise be at less than full wages, and payout shall be made on termination of employment, or in the event of death, to the employee's estate. The amount of the payout shall be a cash settlement at the employee's then current rate of pay for 50% of any unused sick credits to the maximum of 60 days. Please note that in the event of termination of employment, the employee will be eligible for this benefit if that employee has provided proper termination notice, as determined by hospital policy."

ARTICLE 13 -- Continued

- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who, as of the date of this award, 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 Worker's compensation Board as compensable within the meaning of the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by The Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Worker's Compensation.
- (c) When an employee has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 15.05 if she otherwise qualifies.
- (d) Employees returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- (e) An employee who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which she participates as of the date of this award.
- (f) Any dispute which may arise concerning an employee's entitlement to shod-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this agreement.
- (g) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- (h) During the term of operation of this Collective Agreement, the Hospital will meet and consult with the Union with a view to assisting the parties in the next set of negotiations to improve the benefit coverage provided by HOODIP.
- (i) The Hospital will notify each employee of the amount of unused sick leave in her bank annually, if requested by the employee.

ARTICLE 13 - Continued

- (j) For employees whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- (k) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (l) A employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval d a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospitalfor payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospitalthat any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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.

ARTICLE 14 - HOURS OF WORK

Daily and Weekly Hours of Work

14.01 The Hospital does not guarantee to provide employment or work for normal hours or for any other hours.

ARTICLE 14 - Continued

(a) The normal hours of work shall be an average of thirty-seven and one-half (37.5) hours per week consisting of seven and one-half (7.5) hours per shift exclusive of the unpaid meal period.

The exception to the above hours of work is the Ambulance Officers and the Dispatch employees who shall work an average of forty (40) hours consisting of eight (8) hour shifts inclusive of a one-half (1/2) hour paid meal period.

Any other employee who is required by the employer to remain at their place of work during their designated meal break will be compensated at their regular rate of pay.

(b) No employee shall work longer than five consecutive hours from the commencement of the shift without an eating period.

An employee who is required to work in excess of three hours upon immediate completion of his regularly scheduled shift shall be provided with meal allowance as set out by Hospital Policy.

- (c) Employees who are hired as casual will only be called into work when all part time employees as defined in article 2.02 have worked to the maximum hours available or have refused the available work.
- 14.02 By mutual agreement, the parties may wish to consider the introduction of extended tours. Where such is the case the parties shall meet to discuss the terms and conditions of implementation of such extended tours.
- 14.03 (a) Schedules will be arranged to provide at least eight (8) days off in each four week period unless mutually agreed otherwise.
 - (b) Days off will be scheduled in groups of at least two (2) consecutive days whenever possible.
 - (c) Any other arrangements of days off are to be agreed upon between the supervisor and the employee concerned in writing.
 - (d) Requests for changes to the next schedule (e.g. time off) must be made in writing to the supervisor by the fifteenth (15th) day of the month

Finalized schedules shall be posted **fourteen (14)** days before the commencement σ each new schedule.

ARTICLE 14 – Continued

No requests for changes will be considered after the posting of finalized schedules, unless a specific request is made in writing to the supervisor and in the opinion of the hospital there are good and valid reasons.

Where the Hospital changes an employees schedule it must give 48 hours notice for full-time and 24 hours for part-time except where the change is as a result of an employee's failure to report for a scheduled shift, in which case the notice shall be 24 hours for full-time and 12 hours for part-time employees.

- (e) The Hospital shall not schedule split shifts except for the Dietary Department and the Health Care Aids. For the Dietary Department current scheduling agreements shall be maintained. For the Health Care Aides, they will be given an opportunity to work split shifts where they so choose. If following a period of thirty days they choose to return to their previous ship arrangements they shall be allowed to do so.
- (9 Employees may be permitted a mutual exchange of shifts provided that the exchange meets the approval of the immediate supervisory and/or designee, and that notification of such exchange is given in writing at least 24 hours in advance, unless such notice is impossible.
- (g) An employee shall notify his immediate Supervisor and/or designee of any absence as soon as possible.
- 14.04 When an employee is required to change shifts, sixteen (16) hours shall be allowed between the first and second shifts where possible. For extended tour scheduling, there shall be 12 hours between shifts.
- 14.05 Each employee of a full shift shall be granted two 15 minutes rest periods.

This period is not to be taken at the beginning or at the end of the working day or as an extension of the time allowed for meals.

- 14.06 By mutual agreement between employees and their supervisor, meal breaks may be either 30 minutes in length or 60 minutes in length with the length of the work day being appropriately adjusted. Once the length of the meal break bas been agreed, it may not be changed, except by mutual agreement. Such agreement in all cases will not be unreasonably denied.
- 14.07 Each employee will record, on his time sheet, his time of arrival and departure of his shift on the 2400 hour system.

ARTICLE 14 - Continued

No one is allowed to complete or sign someone's time sheet.

- 14.08 (a) The employer shall give employees as many weekends as possible.
 - (b) Weekend shall be shared as equitably as possible between employees of the same classification and the same department.
- 14.09 Rotation of shifts shall be carried out on a departmental basis with employees taking their regular turn.
- Where employees request permanent shifts, the Hospital will agree to such requests, where possible, with the understanding that such employees may occasionally be required to work the other shifts for the purpose of education, orientation, performance appraisals etc.

It is understood that such permanent shifts do not include day shifts and up to 1/3 or the year may be scheduled on alternate shifts.

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 the wage schedule of the Collective Agreement.

15.02 Definition of Overtime

- All hours worked in excess of seven and one-half (7.5)hours per day or one hundred and fifty (150) hours in a four week period (eight (8)hours per day or one hundred and sixty (160) in a four week period for clerk/dispatchers, or 240 hours in a six week period for ambulance officers) shall be paid at an overtime rate. However, an employee shall not be entitled to overtime unless personally requested by his immediate supervisor. For extended tour scheduling, daily overtime shall be payable for hours in excess of 12 in the day.
- (b) Overtime which does not equate to a full hour will be recorded as follows:

5 - 15 minutes
16 - 30 minutes
2 30 minutes overtime
31 - 45 minutes
46 - 60 minutes
2 60 minutes overtime
60 minutes

ARTICLE 15 -- Continued

15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half the employee's straight-time hourly rate.

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

15.04 <u>Time Off in Lieu of Overtime</u>

Employees who work overtime and/or call-back will not be required to take time off in regular hours to make up for overtime worked, unless it is to accommodate an employee request for time off.

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.

Overtime and/or call-back hours, up to 168 hours for both the ambulance service and the dispatch service and 150 hours for all other employees may be placed in a renewable overtime/call-back bank.

The Hospital shall allow the carry over of all overtime/call-back hours in an employee's bank from one fiscal year to the next.

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.

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 their regular hourly earnings.

Ambulance officers who are called back are not required to remain at work for four hours in order to qualify for the four hours of call pay.

ARTICLE 15 -- Continued

15.07 Standby

- (a) 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 \$2.50 per hour for all hours on standby.
- (b) An ambulance 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 \$3.50 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work under Article 15.06 above.

15.08 <u>Temporary Transfer</u>

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate in the higher salary 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 of one shift, the employee shall receive an allowance of \$2.00 for each shift from the time of the assignment.

15.09 Shift Premium

Employees shall be paid a shift premium of \$1.00 per hour for all hours worked where the majority of their scheduled hours fall between 1600 and 0800 hours.

15.10 X-Ray Premium

Any employee required by the Hospital to take X-rays will be paid a premium of \$4.00 per view.

ARTICLE 16 - HOLIDAYS

16.01 The following shall be designated holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Canada Day Remembrance Day

August Civic Holiday 1 float Day

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 Qualifiers

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, or to qualify for a lieu day an employee must complete his 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, and is absent shall not be entitled to holiday pay or to a lieu day to which he 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 to the same day.

16.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays set above, the employee shall be paid at the rate of time and one-half (1.5) his 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.

ARTICLE 16 – Continued

16.04 Payment for Working Overtime on a Holiday

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

An employee shall be scheduled off duty on either Christmas or New Year's unless the employee requests otherwise and the Hospital agrees.

To allow three or four days off at either Christmas or New Year's, the regular scheduling, if required, will be suspended for one month from 15 December to 15 January.

Where operational requirements permit an additional day shall be allowed off to provide for 5 days off at Christmas or New Year's. The regular scheduling, if required, will be suspended for one month from 15 December to 15 January.

- 16.06 For the purpose of this article, a paid Holiday shall be deemed to begin at 0001 hours and to end at 2359 hours on the day which it is observed.
- When any of the above noted Holidays fall on a full-time employee's scheduled day off, the employee may elect to receive another day off with pay within 60 days following the Holiday, at the time mutually agreed to. Lieu days must be taken before the fiscal year end, 31 March, or they will be paid out.
- 16.08 Part-time employees shall receive Holiday Pay in accordance with the provisions of the Employment Standards Act.

ARTICLE 17 - VACATIONS

17.01 A full-time employee who has completed one year but less than five years of continuous service shall be entitled to three weeks annual vacation, with pay.

A full-time employee who has completed five years but less than fifteen years of continuous service shall be entitled to four weeks annual vacation, with pay.

ARTICLE 17 - Continued

A full-time employee who has completed fifteen years but less than twenty-five years of continuous service shall be entitled to five weeks annual vacation, with pay.

A full-time employee who has completed twenty-five years of continuous service shall be entitled to six weeks annual vacation, with pay.

Full time paramedic employees who have completed one year but less than fourteen years of continuous service shall be entitled to four weeks annual vacation, with pay.

Full time paramedic employees who have completed fourteen years but less than twenty-four years of continuous service shall be entitled to five weeks annual vacation, with pay.

Full time paramedic employees who have completed twenty four years of continuous service shall be entitle to six weeks annual vacation, with pay

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 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 vacation lieu day off for each day on which he has so worked.

In the event that an employee incurs costs to prepaid vacation plans as a result of changes required to those plans by the Hospital, the employee shall be reimbursed the change fee on submission of proof of payment

17.03 <u>Interruption of Vacation</u>

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 in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

ARTICLE 17 - Continued

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 Full-time employees shall be entitled to two days of paid travel time per year.

Part-time employees shall be entitled to two travel days per year, one paid and one unpaid.

- 17.05 The Hospital will consider requests by individual employees to have all their vacation in an unbroken period; such request shall not be unreasonably withheld. Vacation entitlement during June, July, August shall not exceed four consecutive weeks.
- 17.06 Vacations shall be taken at any time during the 12 month period following the year in which they are earned.
- 17.07 Vacation lists shall be posted at each location on 15 January of each year. Each employee shall indicate her preference on or before 31 March of each year. The list shall be finalized, authorized and re-posted by 1 April of the same year. In the event of conflict seniority shall govern with respect to the initial scheduling of vacation periods.
- 17.08 Should a paid Holiday fall during an employee's vacation, then the employee shall be entitled to an extra day's vacation with pay, which shall be in lieu of payment for the Holiday. Where reasonably practicable, such day to immediately precede or to immediately follow the employee's regular vacation.
- 17.09 Vacation Entitlement Following Transfers

When an employee transfers from part-time to full-time service, vacation entitlement shall be based on his/her total seniority.

17.10 Part-time employees shall be entitled to vacation pay in the amount of 6% of their basic hourly rate, payable as it is earned on each pay cheque.

For part-time employees, other than ambulance officers and clerk/dispatchers, who have completed more than 9750 hours worked, this amount shall be as following:

more than 9,750 hours worked 8% more than 29,250 hours worked 10% more than 48,750 hours worked 12%

ARTICLE 17 – Continued

For part-time ambulance officers and clerk/dispatchers, the amounts are:

10,400	8%
31,200	10%
52,000	12%

ARTICLE 18 - HEALTH AND WELFARE

18.01 Insured Benefits

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in active employ of the Hospital under the Liberty Health Semi-Private Plan or comparable coverage with another carrier.
- (b) 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 Liberty Health Extended Health Care Benefits Plan (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 are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$150.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).
- (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 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 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.

ARTICLE 18 – Continued

- (e) The short term sick leave plan shall be registered with the Employment Insurance Commission. The employee share of the Employer's employment insurance premium will be retained by the Hospital towards offsetting the cost of the benefit improvements.
- (f) Part time employees shall receive 13% of their regular straight time rate of compensation in lieu of benefits or may opt in to participating in the benefits package as allowable by the carrier. It is not possible to receive both with the exception that if the employee wishes to participate in the Hospitals of Ontario Pension Plan, the employee shall receive 9% in lieu of benefit and shall participate in HOOPP.

18.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan 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 view of the employees. Upon request by the Union, the Hospital shall provide to the Union, full specifications to the benefit programmes contracted for and in effect for employees covered herein.

18.03 Pension

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health and Safety Committee

- (a) The Hospital and Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

ARTICLE 19 -- Continued

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

19.02 Protective Footwear

With the exception of Ambulance, for all employees that the Hospital requires to wear safety footwear during the course of their duties, the Hospital will reimburse the employee a maximum **£** \$200.00 every second year, upon submission of original receipts as proof of purchase.

ARTICLE 20 - COMPENSATION

20.01 Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within 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. Notwithstanding Article 7, Grievance and Arbitration Procedure, if the parties are unable to agree, the dispute concerning the new rate may be submitted directly to Arbitration within 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 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 that date that the Union raised the issue with the Hospital.

Notwithstandingthe foregoing, if as a result of compensable illness or injury covered by WCB, an employee is unable to carry out the regular functions of his 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.

ARTICLE 20 - Continued

20,02 Promotion to a Higher Classification

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

20.03 Employees shall receive the following Northern Allowance:

Full-Time

Moosonee/Moose Factory \$3,914.00/year Fort Albany/Kashechewan \$4,995.50./year \$5,356.00/year

Northern allowance for part-time employees shall be prorated on an hourly basis according to the normal hours for the employee's classification.

20.04 Mental Health Workers who are required by the Hospital to perform escort duty shall be paid in accordance with the collective agreement for all hours during an escort assignment.

ARTICLE 21 -- MISCELLANEOUS

21.01 Bulletin Boards

The Hospital will provide a bulletin board for the use of the Union. The Union will notify the Director of Human Resources, in writing, the name of the employee responsible for the bulletin boards. Copies of all posted information are to be faxed to the Human Resources Department.

The Hospital agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer.

21.02 (a) The Hospital shall supply such items of uniform that it determines necessary and appropriate, in accordance with Hospital policy as determined from time to time.

ARTICLE 21 – Continued

(b) Specific Items:

Ambulance Officers will be provided the following on initial hire:

- 1 Winter Coat
- 1 Fall/Spring or Combination Coat
- 1 Pair of Winter Boots
- Sweater
- 4 Pairs of Pants (Full-time Officers)/2 Pairs of Pants (Part-time Officers)
- 1 Belt
- 1 Jumpsuit for land call
- 1 Dress shirt
- 3 Golf Shirts
- 1 Notebook and cover
- 1 Baseball Cap (Duty Hat)

These items will be repaired or replaced at the discretion of the Hospital, which discretion will not be exercised unreasonably

In addition, the Hospital will supply:

- 1 one (1) Fire Retardant Flight Suit for use by all Cabin Medical Attendants;
- 2 for the Ambulance, one (1) pair of "bunker" pants for use during the winter season:
- 3 one (1) set of rain gear per employee per shift;
- 4 one (pair of winter mitts per employee per shift.

Shipping and Maintenance Departments:

The Hospital will place a winter coat, winter gloves, two pairs of coveralls or cargo pants and work gloves in its Shipping and Maintenance Departments, and will also provide the Shipper/Receiver with a pair of winter boots for use during the winter season.

An allowance of \$15.00/day in Moosonee, \$20.00/day in Fort Albany and \$25.00/day in Attawapiskat, will be paid to an employee who is requested by the Hospitalfor the use of their personal vehicle for a whole day working. In those instances where the use of personal vehicle is occasional and not for an entire day, the rate of compensation shall be in accordance with Hospital Policy on the per kilometer rate established at the time by Hospital Policy.

ARTICLE 21 – Continued

21.04 The Hospital agrees to continue its current policy with regard to the provision of housing for Ambulance officers.

For Ambulance Officers, the Hospital agrees to pay the cost of helicopter trips during break-up and freeze-up where such trips are necessitated by the Hospital's assignment of such staffto a station to which they are not normally assigned.

21.05 Paid Trips

After one (1) complete year of service, full time staff only is entitled to one annual travel benefit for the employee only based on the current regular return airfare between their point of departure and Toronto. This benefit will be paid annually on the employee's anniversary.

The airfare will be determined through current local rates. Personnel terminating employment prior to 12 full months will not be eligible for any of the travel benefits mentioned in this article.

21.06 <u>Severance Pay</u>

An employee with five years of service shall be entitled to receive on separation from employment, severance pay of one week's pay per year of service, up to a maximum of twenty six weeks of pay.

Such severance pay shall only be provided in cases of separation from employment due to:

(a) indefinite layoff, 35 consecutive weeks or more of layoff.

21.07 Re-location Expenses

The following provision applies to full time employees.

(a) Full time employees hired from outside the area where they will be required for duty will be reimbursed for the airfare for themselves and their dependants from their point of departure to their place of duty up to a maximum of the equivalent of the regular airfare from Toronto to their place of duty.

ARTICLE 21 – Continued

- (b) The cost of excess luggage, over the amount normally allowed by the airlines, will not be reimbursed except as covered in (c) below.
- (c) The Hospital will reimburse the employee for the cost of shipping a maximum of 1000 pounds of personal effects to a maximum of what the current cost would be to ship the same weight from Toronto to their place of duty by air.
- (d) Upon termination of employment, of the employee after twelve months of employment, the Hospital will reimburse or absorb the cost of shipping 1000 pounds of personal effects to the place requested by the employee up to a maximum of what the current cost would be to ship the same weight from the employee's departure point to Toronto by air.
- (e) Personnel will be eligible for travel benefits once for each twelve months of service or multiple thereof, whether it be for vacation or for relocation.

21.08 Mandatory Training

Where an Employee is required by the Employer to take training on their day off, the Employee shall be paid at the applicable over time rate.

21.09 Retention Bonus for the Paramedic Group:

Moosonee	2007/08	On completion of 2080 hours On completion of 4160 hours On completion of 6240 hours	\$3500 \$4500 \$5500
Fort Albany	2007/08	On completion of 2080 hours On completion of 4160 hours On completion of 6240 hours	\$4000 \$5500 \$6500
Attawapiskat	2007/08	On completion of 2080 hours On completion of 4160 hours On completion of 6240 hours	\$4500 \$6000 \$7000

The hours mentioned in this article only include regularly scheduled hours; they do not include overtime, callback or standby hours.

21.10 Mental Health Days

The James Bay Mental Health Service will get 4 days paid sick leave at 100% of salary for mental health days

ARTICLE 22 - DURATION

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 90 days prior to the termination date of 31 March, 2008. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

parties will meet thereafter for th	ne purpose of bargaining.
Dated at Moosonee, Ontario, this	s 14 day of Junus, 2009
FOR THE UNION	FOR THE HOSPITAL
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BETWEEN:

James Bay General Hospital
- and The Public Service Alliance of Canada

RE: PAID TRIPS FOR AMBULANCE OFFICERS

It is understood that the following employees shall continue to be paid the cost of their airfare from their normal place of employment to Toronto once per year. The payment of such trips will be consistent with past practice as it has affected these employees prior to March, 1994. The Hospital's policy in this regard is as noted below.

Gord Butcher

Employees proceeding on annual vacation will be reimbursed by the employer the equivalent of the current return airfare from their place of employment to Toronto.

The airfare will be determined through Air Creebec Inc. current rates and will include not only the employee.but also his family (i.e. spouse and dependants).

- 1. In order to be considered a dependant, the employee will be required to complete a Declaration of Dependants, available from the Hospital, identifying that the claimed spouse and dependants are indeed that employees' dependants. The employee will also be required to submit proof of marriage (i.e. marriage certificate) or declaration in the case of common-law relationship and birth certificates for each dependent in order to qualify for the benefit for those dependants.
- 2. All dependants must reside in the same residence as the employee and be totally dependent upon the employee.
- 3. The only exception to (2) above would be a dependent who may be in another centre for educational purposes but is still totally dependent upon the employee.

Personnel terminating employment after 12 full months of employment will have the cost of their travel reimbursed by the employer up to the maximum of the current airfare from their place of duty to Toronto. Personnel who terminate employment prior to 12 full months will not be eligible for any of the travel benefits mentioned in this article including the reimbursement for shipping out their personal effects.

Personnel will only be eligible for travel benefits once fur each twelve months of service or multiple thereof, whether it be fur vacation or for termination.

Dated this day of	of <u>Junuar</u> , 2009
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FOR THE UNION	FOR THE HOSPITAL
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BETWEEN:

James Bay General Hospital

And

The Public Service Alliance of Canada

RE: PAID TRIPS FOR AMBULANCE OFFICERS

It is understood that the Ambulance Officers, employed in the Ambulance Service shall continue to be paid the cost of their airfare from their normal place of employment to Toronto twice per year. The payment of such trips will be consistent with past practice as it has affected these employees during the present collective agreement.

Employees proceeding on annual vacation will be reimbursed by the employer the equivalent of the current return airfare from their place of employment to Toronto.

The airfare will be determined through Air Creebec Inc. current rates.

Dated this 14 day of January, 2009

FOR THE UNION FOR THE HOSPITAL

BETWEEN:

James Bay General Hospital
- and The.Public Service Alliance of Canada

RE: HOUSING RENTAL RATES

- 1. Current residence rates may be adjusted in the same manner and to the same extent that would be allowed if the accommodation was subject to rent controls. To resolve any disputes, the parties will ask the Rent Control Commission to rule, notwithstanding its lack of jurisdiction. If the Rent Control Commission declines to rule, the parties will agree to an arbitrator or some other party to adjudicate the dispute based on the rules and regulations of the rent control commission.
- 2. The parties agree that on the date following the expiry of the agreement, the Hospital can adjust the rents, outside the limits of the Rent Control Commission, it being understood that the Union may place the issue on the bargaining table and pursue changes to the rates retroactive to the expiry date.

FOR THE UNION

FOR THE HOSPITAL

Study of Juneary, 2009

FOR THE HOSPITAL

Study of Juneary, 2009

FOR THE HOSPITAL

BETWEEN:

James Bay General Hospital

- and -

The Public Service Alliance of Canada

RE: THE LOCAL PRESIDENT SITTING AS ONE OF A HOSPITAL REPRESENTATIVE IN THE LABOUR FORCE ADJUSTMENT COMMITTEE OF THE INTEGRATION STEERING COMMITTEE

The Employer and the Union agree that where the Integration Steering Committee asks the James Bay General Hospital for representatives to sit on the Labour Force Adjustment Committee, one of those representatives shall be the local president of the union.

Dated at Moosonee, Ontario this <u>/ 4</u> _	day of Junear	, 2009
FOR THE UNION	FOR THE HOSPITAL	
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- the Andrew		
	-	

BETWEEN:

James Bay General Hospital
-andThe Public Service Alliance of Canada

RE: Job Security as Expressed by the James Bay Board of Directors in their Minutes dated March 23, 2004

The Parties Agree that the motion of the Board of Directors as outlined below shall be adhered to:

"that the integration Steering Committee Recommendation 03/2004 dated 26 February 2004 be approved as presented and that further clarification of the specific deliverables for April 1, 2005 be provided by the Steering Committee"

"that the prime motivation for integrating health services is to improve access, as well as the range and quality of the health services available to the residents of the area and to work towards the improvement in the health status of the population. Since this will include the integration of health care services into one organization by April 1, 2005, it is important and timely to indicate to the staff that integration is not about job loss and no current employee will lose employment involuntarily as a direct result of the integration of services. Additionally, there will be ongoing and regular updates about the planning progress with staff. It is recommended that the Chairman, Planning Staff and the two hospital CEOs develop and agree upon a plan to communicate this principle to staff"

For the Employer

For the Union

Letter of Understanding

Between

James Bay General Hospital (The "Hospital")

And

The Public Service Alliance of Canada (The "Union")

The parties agree to introduce the following classifications and salary scales subject to Ministry of Health funding.

Ambulance Communications Officer (ACO) Team Leader

Effective April 1, 2007 Hourly Rates \$24.648-\$25.409-\$26.238-\$27.322-28.865-29.733

Ambulance Communications Officer (ACO)

Effective April 1, 2008 Hourly Rates \$23.593-\$24.082-\$24.648-\$25.653-\$27.175-\$27.995

Dated this 4 day of January, 2009

For the Hospital

For the Union

Memorandum of Agreement

Between

The James Bay General Hospital ("The Hospital")

And

The Public Service Alliance of Canada ("The Union")

Whereas Article 13.01 of the Collective Agreement requires the Hospital to assume total responsibility for providing and funding short term sick leave and long term disability plans least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure, and

Whereas the full-time bargaining unit members have been provided and covered under the 1 Hospitals of Ontario Disability Income Plan for short term sick leave and long term disabilit benefits.

The parties hereby agree to mend Article 13.01 as follows:

"The Hospital will assume total responsibility for providing and funding a short term sick le: plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan brochure."

Dated this 27 day of October, 2008

For the Hospital

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For the Union

Wage Grid - PSAC Collective Agreement effective April 1, 2007

POSITION	STEP 1	STEP 2	STEP 3	STEP4	STEP5
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April 1, 2007	14.63	15.01	15.39	15.82	16.19
Health Care Aide					
April 1, 2006	13.68	¥ 14.07 _	14.43	14.78	15.18
April 1, 2007	14.23	14.63	15.01	15.37	15.79
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Senior Clerk					
April 1, 2006	15.29	15.66	16.01	16.39	16.74
Chief Cook	19	of the second second	ik elakkan elektrik	Salid Yari Kasa Fee	Salanga diga we
April 1, 2006	16.59 77°	16.95	17.3,1	17.66	18.01
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Dietary Aide					
April 1, 2006	13.51	13.89	14.25	14.60	14.98
April 1, 2007	14.05	14.45	14.82	15.18	15.58
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Laundry Manager					
April:1, 2006	14.90	15.25	15.59	15.96	16.33
April 1, 2007	15.50	15.86	16.21	16.60	16.98

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General Accounting/Payroll Clerk

General Accounting	ng/Payroll Cler	k	74074 S. 74884 S. P.		2017年2月1日
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April 1, 2007	17.72	18.13	10.51		

Mental Health Clinician

Mental Health Clin	ician	narationalist Article	and the second section	Carrie Santa	
0000	28.23	28.80	29.39	29.98	30.60
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Mental Health Worker

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April 1, 2007	29.67	30.47	31.29	

Emergency Medical Attendant (EMA)

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April 1, 2007	29.10	-	<u> </u>	-	

Primary Care Paramedic (Advanced EMCA)

April 1, 2006	29.07	29.95	30.86		
April 1, 2007	30.23	31.15	32.09	·	<u>-</u>

Senior Clinic Clerk/Dispatcher

April 1, 2006	17.01	17.30	17.65	18.03	18.38
April 1, 2007	17.69	17.99	18.36	18.75	19.12

Dispatcher

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Pharmacist

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Computer Technician

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Human Resources Clerk

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April 1 2007	17.72	18.13	18.51	18.90	19.27

