

178 employees

Unit No. 66A

SOURCE	Union		
EFF.	1995	10	11
TERM.	2001	10	10
NO. OF EMPLOYEES	180		
NUMBER OF EMPLOYEES	MH		

COLLECTIVE AGREEMENT

BETWEEN

**TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.
(OFFICE FULL-TIME)**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204**

EFFECTIVE: OCTOBER 11, 1995

EXPIRY: OCTOBER 10, 2001

ENTERED

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THIS COLLECTIVE AGREEMENT

BETWEEN :

THE TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.
(hereinafter called the "Hospital")
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(hereinafter called the "Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the union as the sole bargaining agent for all office and clerical employees at the Hospital in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, Secretary to the President, Secretaries to the Vice Presidents, to the Chief of Staff, to the Director of Finance and persons regularly employed for not more than 24 hours per week, students employed during the university and school vacation period and persons covered by subsisting collective agreements with the Canadian Union of Operating Engineers, Local 101, the Ontario Nurses Association, the union party to this agreement and persons affected by bargaining rights held by the Association of Allied Health Professionals: Ontario. In addition, the parties note that persons classified as Accountant, Assistant Comptroller, Office Manager and Assistant Office Manager - Business Office, Officer Manager - Radiology Department, Supervisor, Switchboard & Information, Nursing Staffing Assistant, Assistant

Purchasing Agent, Clerk Typist to the Director, Quality Assurance & Patient Representative, persons employed in the Personnel Department in a confidential capacity relating to labour relations, Registered Medical Record Librarians and Librarians - Doctors' Library, are not included in the bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) 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 machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special

non-recurring task. This term may be extended a further six(6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

4.02 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless the context otherwise provides.

4.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The deduction of Union dues for all employees in the bargaining unit will be a condition of employment and the Union shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

5.02 Interview Period

It is mutually agreed that upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of their

probationary employment, for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employees shall report to this room for interview, during the interview period.

5.03 Employee Lists

The Hospital shall deduct the regular monthly Union dues as determined by the Union in the month following the month in which the employee is hired, as a condition of employment. Such dues shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. The Union will provide the Hospital with written notice of any change.

5.04 The parties agree that Union officials will not interview people without first obtaining prior permission from the Vice President, Human Resources, or his appointee.

5.05 It shall be the duty of the employee to notify the Hospital promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Hospital agrees that during the term of this Agreement there will be no lockout.

6.02 The Union agrees that during the term of this Agreement there will be no strikes, shutdowns, stoppages of work or any acts of any nature which would tend to interfere with the Hospital's operations or picketing of any kind or form whatsoever, however peaceful.

6.03 **Any** employee participating in any such strikes, shutdowns, stoppages of work, acts of any nature which tend to interfere with the Hospital's operations or picketing of any kind or form whatsoever, however peaceful, will be subject to discipline including discharge.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of not more than six (6) employees, one of whom shall be the Chief Steward selected by the Union, to be known as "**Stewards**", provided no more than three (3) members of the Grievance Committee shall be present at any meeting with the Hospital.
- (b) Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.

7.02 Union Stewards

- (a) The Hospital will recognize a Chief Steward and one Steward from each of the following departments of the Hospital:
 - 1. Nursing
 - 2. Business Office (including payroll, purchasing, administration, switchboard, information desk, dietary and personnel)
 - 3. Radiology plus O.P.D., Admitting, Emergency
 - 4. Medical Records, Doctor's Library
 - 5. Haematology and Laboratory
 - 6. Miscellaneous - Mental Health
 - Physical Medicine
 - Employee Health
 - Staff Education
 - Pharmacy

- (b) If the regular Steward is unavailable, an employee may request the Chief Steward or any other steward to assist him with his grievance.
- (c) The Union shall keep the Hospital notified in writing of the names of its currently authorized members of the Grievance Committee.
- (d) The Union recognizes that its stewards have their regular duties to perform and agree that they shall not absent themselves from their respective departments without first arranging with their supervisors to do so.

7.03 Central Bargaining Committee

Should future central bargaining take place between the Service Employees International Union and the participating hospitals with respect to the Service Unit, representation from the Clerical Unit will be included in the Central Bargaining Committee. One (1) employee serving on that Central Bargaining Committee shall be paid for time lost from normal scheduled working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

7.04 Local Negotiating Committee

- (a) Where the Hospital participates in joint bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined.
- (b) Where the Hospital does not participate in joint bargaining, the purpose of the negotiating committee shall be negotiate a renewal of this Collective Agreement.
- (c) The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

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- (d) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (e) The number of employees in the local negotiating committees shall be up to five (5).

7.05 Labour Management Committee

There shall be a Labour Management Committee composed of two (2) representatives of the Union, one (1) of whom shall be the local Chief Steward, or her appointee, and two (2) representatives of the Hospital. The function of the committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances. The Committee shall meet on an informal basis at a time convenient to the parties. It is understood that the Union Committee members will be paid for time spent at such meetings during their regular working hours.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. If an employee has a complaint, he shall discuss it with his immediate supervisor within two (2) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within two (2) working days following being advised of the immediate supervisor's decision in the following manner and sequence.

Step No. 1

The employee, who may request the assistance of his Steward, may present his alleged grievance to his immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought; failing a settlement, the supervisor shall deliver his decision in writing within three (3) working days following the presentation of the grievance to him; then within three (3) working days after the decision is given;

Step No. 2

The employee, who may request the assistance of his Steward, may present his grievance in writing to his Department Head; failing settlement, the Department Head shall deliver his decision in writing within three (3) working days following the presentation of the grievance to him; then within three (3) working days after the decision is given;

Step No. 3

The Union Committee may present the grievance in writing to the Vice President, Human Resources, or his appointee. A meeting will be held within seven (7) calendar days between the Vice President, Human Resources, or his appointee and the Union Grievance Committee. A staff representative of the Union may be present at the request of either the Hospital or the Union.

It is understood that the Vice President, Human Resources, or his appointee shall have such counsel and assistance as he may desire at any meeting with the Grievance Committee. Failing settlement, the decision of the Vice President, Human Resources, or his appointee shall be delivered in writing within seven (7) working days to the Union.

Where an employee's immediate supervisor and Department Head are one and the same person, Step No. 2 will be omitted and the grievance will proceed from Step No. 1 to Step No. 3.

8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) working days after the decision under Step No.3 is given, the grievance shall be deemed to have been settled.

8.03 Right to Union Steward

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

8.04 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Hospital under the Grievance Procedure except as to bookkeeping error involving an employee's wages.

8.05 Policy Grievance

It is agreed that a grievance arising directly between the Hospital and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

8.06 Discharge Grievance

It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his probationary period and, accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step No. 2 within five (5) calendar days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's actions in dismissing the employee;
- (b) reinstating the employee with payment to him for such time lost due to the discharge at his regular rate of pay for his normally scheduled work for such period less any amounts of money earned by the employee during such period;

(c) by any other arrangement which may be deemed just and equitable.

8.07 When either party requests that any matter be submitted to arbitration, as hereinafter provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter the other party shall appoint a nominee provided, however, that if such party fails to appoint a nominee as herein required, the Ontario Labour Management Arbitration Commission shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure.

8.08 The two (2) nominees so appointed shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of three (3) working days, they shall request the Ontario Labour Management Arbitration Commission to appoint an impartial chairman.

8.09 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.

8.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.11 The Arbitration Board will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

8.13 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the chairman of the Arbitration Board.

8.14 The time limits fixed in both the Grievance and Arbitration procedure may be extended by consent of the parties to this Agreement.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

All employees shall be on probation for a period of forty-five (45) days worked. 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, the extension not to exceed twenty-one (21) days worked. The discharge or release of a probationary employee shall not be subject to a grievance. Upon completion of the probationary period the employee shall be credited with seniority equal to the length of the probationary period and the employee's name shall be placed on the respective departmental seniority list. The following is a list of departments for seniority purposes:

1. Nursing
2. Business Office (including payroll, purchasing, administration, switchboard, information desk, dietary and personnel)
3. Radiology plus OPD, Admitting, Emergency
4. Medical Records, Doctor's Library
5. Haematology and Laboratory
6. Miscellaneous - Mental Health
 - Pharmacy
 - Physical Medicine
 - Employee Health
 - Staff Education

9.02 Not applicable

9.03 Transfer of Service and Seniority

An employee who transfers from part-time to full-time shall maintain her accumulated seniority (and service for vacation purposes) on the basis of 1725 hours equalling one (1) year of service.

If an employee transfers from full-time to part-time or vice versa in the same classification as previously held she shall not be required to serve a probationary period.

9.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

- (b) 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 the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue 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.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

ARTICLE 10 - JOB SECURITY

- 10.01(a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

10.02(a) Notice of layoff

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

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employee(s), if any, no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

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

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

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

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

10.03 Severance and Retirement Options

(a) Severance Pay

- (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article

10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3000.) dollars.

(ii) Where an employee resigns later than 30 days after receiving notice of layoff pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.) dollars.

b) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOFP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 10.02(a)(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. **An** employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees' normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

(c) A full-time employee who has completed one year of service and

(i) whose lay-off is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two weeks pay, or one weeks' pay per year of service to a maximum of 26 weeks pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.04 Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off

employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition, and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

10.05 Lay-off and Recall

(a) 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.

(b) **An** employee who is subject to lay-off shall have the right to either:

(i) accept the lay-off; or

(ii) 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: **An** identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is

within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the layoff.

- (c) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) 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.
- (e) **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.
- (f) 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.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the

second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 11 - JOB POSTING

11.01 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 by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an

initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other SEIU Clerical bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in SEIU Clerical bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply.

Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status, and upon completion of the assignment the employee will return to his former position.

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly-hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 12 - NO CONTRACTING OUT

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

12.02 Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

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

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

12.03 On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Not applicable

13.03 Not applicable

13.04 Not applicable

13.05 In the event that the Hospital plans to change vacant full-time positions to part-time positions or if it plans to contract out work done by members of the bargaining unit, no action should be taken until the Union is informed and provided with an opportunity to discuss the plans with the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his regular job.

14.02 Where the Hospital has decided to introduce a technological change, the Hospital undertakes to meet with the Union to consider the minimization of adverse effects on the status of an employee (if any) upon the employees concerned.

14.03 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 (6) months.

14.04 Employees with one (1) 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 of the Union as set out above and the requirements of the applicable legislation.

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer, and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

14.06 Each employee required to use a VDT more than four (4) hours per day shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

14.07 **An** individual working on a VDT shall be assigned to alternate duties away from the video display screen for a period of ten (10) minutes after every two (2) hours. In areas where employees are presently being reassigned for ten (10) minutes after each hour, this practice shall be continued (such areas to be identified).

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay, for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian, or step-parent.

15.02 Education Leave

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the following shall apply:

- (a) The Employer shall pay the full costs associated with the courses; and
- (b) The employee shall be entitled to leave of absence without loss of regular earnings and without loss of seniority and benefits to attend the course and to write the examinations.

15.03 Jury and Witness Duty

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

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

In addition to the foregoing, where an 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, it being 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 on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

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.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) **An** employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

15.05 Parental Leave

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

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum

aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) **An** employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (**93%**) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate 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.

15.07 Union Leave

- (a) Leave of absence for Union business may be given without pay up to a total of twenty (20) days in any calendar year, provided at least two (2) weeks' notice in writing is given to the Hospital and such leave of absence does not interfere with the continuance of efficient operations in the Hospital. It is understood and agreed that time spent in negotiations for this Agreement or its successor shall not be considered as a leave of absence for Union business for the purpose of this article.

- (b) The Union agrees to provide the Hospital with at least two (2) weeks' notice of the name, departments, and dates for any request of leave of absence on Union business.

15.08 Personal Leave

A leave of absence may be granted without pay to an employee.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The standard work week for all full-time employees shall average thirty-seven-and-a-half (37 1/2) hours per week exclusive of meal period over the two (2) week pay period scheduled by the Hospital. It is understood, however, that this shall not be, nor be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules, and some employees may be regularly scheduled to work less than thirty-seven-and-a-half (37 1/2) hours per week. In such a case, employees shall be paid a pro-rated weekly wage based on the number of hours actually worked.

16.02 Rest Periods

- (a) All employees required to work a total of seven and one-half (7 1/2) or more hours in a day shall be entitled to two (2) fifteen (15) minute rest periods, one each in the morning and afternoon, providing each half shift is at least three and one-half (3 1/2) hours in duration. Employees required to work less than seven and one-half (7 1/2) hours in a day shall be entitled to one (1) fifteen (15) minute rest period at an appropriate time during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

- (c) The Hospital will endeavour to provide each employee with a lunch period, without pay, of not less than thirty (30) minutes in duration. The Hospital shall continue its policy in attempting to schedule continuous and uninterrupted lunch periods.

16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the end and the beginning of shifts and of thirty-nine (39) hours if there is one day (1) day off and of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

16.04 Not applicable.

16.05 Employees reporting late for work will be penalized on the following basis:

- 3 minutes late - no pay deduction
- 4-18 minutes late - 15 minutes pay deduction
- 19-33 minutes late - 30 minutes pay deduction

This provision shall not be construed as a condonation of lateness and employees who have an unsatisfactory record of lateness shall be subject to disciplinary action.

16.06 The Hospital agrees to post schedules of work no less than one (1) week, and preferably two (2) weeks, in advance of the commencement of the schedule. Such change in schedule shall not result in premium payment to the employees affected.

16.07 Except where employees are otherwise regularly scheduled for less than seven and one-half (7 1/2) hours per day (and except in cases of emergency) the regular shift shall comprise seven and one-half (7 1/2) hours of work exclusive of meal periods.

16.08 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.

16.09 If seven (7) days are worked in a row, without time off then the employee's two (2) days off will be consecutive.

16.10 The Hospital will advise the Union thirty (30) days in advance of any major change in the scheduling. The Hospital and the Union will meet in advance of the implementation of the scheduling change in order to review the matter.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Not applicable.

17.02 Definition of Overtime (Overtime Premium)

Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one-and-one-half times the employee's basic hourly straight time rate of pay; provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable hours of work.

Call-back shall not be considered as hours worked for the purpose of this Article.

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.

17.03 Reporting Pay

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.

standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.05 Call Back

- (a) 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. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one (1) such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two(2) times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

Shift premiums will not be paid for any hours for which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

17.07 Responsibility Allowance

Where an Employer 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 three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

- (a) Employees who work overtime shall not be required to take time off during regular working hours to make up for overtime work.
- (b) On the agreement of the Hospital at the request of the employee, the employee may be permitted to take compensating time off on the basis of one hour and a half (1 1/2) for each hour of overtime worked. Such compensating time off shall be granted within sixty (60) days of the day on which overtime hours were worked at a time determined by the Hospital and satisfactory to the employee. Where such time off cannot be scheduled within the sixty (60) day period referred to above, unless extended by agreement, the employer will pay for each such overtime hour worked.

17.09 Paid Time to Working Time

Authorized leave of absence for Union business and paid holidays shall be considered as time worked for purposes of computing overtime pay under Section 17.02.

17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

Where an employee is required to and does work for three (3) or more hours of overtime beyond his/her normal shift he/she will be entitled to a meal allowance of five dollars (\$5.00).

18.02 Uniform Allowance

It is mutually agreed that where the Hospital requires uniforms to be worn they will be supplied, repaired and laundered by the Hospital. The number of uniforms to be supplied shall be at the discretion of the Hospital.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may, in its discretion, determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01(a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) The Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate 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 (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- (h) 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.

ARTICLE 20 - PAID HOLIDAYS

20.01 Employees who have completed their probationary period shall receive the following paid holidays with pay:

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

Employees who have not completed their probationary period shall nevertheless be eligible to receive holiday pay for the above-mentioned holidays which fall during such period providing they first successfully complete their probationary period and further providing they would have otherwise qualified in accordance with the following provisions:

Each employee shall be entitled to one (1) additional holiday with pay each year, such holiday to be scheduled by the Hospital within a period of thirty (30) days before or after the employee's first and subsequent anniversary date of employment with the Hospital. It is understood and agreed that in order to be eligible for such holiday with pay the employee must otherwise qualify in accordance with the following provisions:

It is agreed that during the term of this Agreement each employee in the bargaining unit as of June 30 of any year and who has completed six (6) months of full time active employment shall, upon qualification, in accordance with the applicable Collective Agreement, receive one (1) floating holiday (which is not a premium day) without loss of or deduction from regular earnings. The day to be taken as the floating holiday will be scheduled by mutual agreement between the employee and the department head.

In the event that legislation which is binding on the Hospital comes into effect requiring the scheduling of another public

oliday, such public holiday shall replace the above provision for a floating holiday. During the term of this Agreement those employees who took a floating holiday prior to the effective date for a new holiday shall be deemed to have taken the floating holiday in lieu of the public holiday.

20.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

20.03 In order to qualify for holiday pay, the employee must work the full scheduled shift immediately preceding and immediately following the holiday. If, however, an employee's absence during the full scheduled shift immediately preceding or immediately following the holiday is due to illness, the employee will be entitled to holiday pay, but only in respect to a maximum of two (2) holidays during any one such illness. It is further understood that the Hospital may require a medical certificate confirming such illness. Payment made under this section will be considered paid holiday pay and such day shall not be considered absence due to illness for the purpose of Article 24.

20.04 **Any** employee scheduled to work on a paid holiday and who does not report for work shall forfeit his holiday pay, except in cases of absence for reasons satisfactory to the Hospital.

20.05 **Any** employee required to work on any of the paid holidays referred to in section 20.01 shall be paid at a time and one-half their regular straight time rate of pay for all hours worked on such holiday in addition to any holiday pay to which he may be entitled or, at the option of the Hospital, an equivalent amount of time off in lieu thereof.

20.06 In the event that the holiday falls within the employee's vacation period or scheduled day off, he will be granted an extra day's holiday or, at the option of the Hospital, pay therefore on the same basis as herein provided. **An** employee required to work on a holiday under these circumstances shall be paid for such work in accordance with section 20.05 above.

20.07 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two (2) times his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Employees will be entitled to vacation with pay based on length of continuous service as follows:

An employee who has completed less than one (1) year of continuous service as of the anniversary date of hire shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service. **An** employee who has completed one (1) year but less than two (2) years of continuous service as of the anniversary date of hire shall be entitled to two (2) weeks' annual vacation with pay.

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

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

An employee who has completed fifteen (15) or more years of continuous service as of the anniversary date of hire shall be entitled to five (5) weeks' annual vacation with pay.

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

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

21.02 Approved Leave of Absence During Vacation

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

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

21.03 Vacation periods shall be arranged with the employee's Department Head, consideration being given to the needs of the department in question and the employee's wishes on a seniority basis.

21.04 **An** employee will not be permitted to take any vacation until he has completed six **(6)** continuous months **of** active employment with the Hospital.

21.05 It is understood that an employee cannot claim for sick leave benefits while on vacation.

21.06 **An** employee is expected to provide as much notice to the Hospital as possible of his intention to resign.

21.07 All vacations earned by the anniversary date of hire in any year must be taken prior to the anniversary date of hire of the following year.

21.08 Employees shall be permitted to take up to one (1) week's vacation in blocks of less than one (1) week.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

(a) The Hospital shall pay 100% of the premiums for the Semi-Private Plan.

(b) The Hospital agrees to contribute, on behalf of each eligible employee covered by the Collective Agreement, seventy-five per cent (75%) of the present billed premium under the Sunlife Extended Health Care Plan consisting of ten dollars (\$10.00) (single) and twenty dollars (**\$20.00**) (family) deductible (no co-insurance) subject to the terms and conditions of such plan and subject to the carrier's requirements as to a minimum enrolment, provided the balance of the monthly premium is paid by

the employee through payroll deduction. All eligible employees coming into the bargaining unit shall be required to enrol as a condition of employment. Vision care - \$60.00 every 24 months to be included in the Extended Health Care Plan and hearing aid allowance (\$300.00 lifetime maximum per individual). Effective the first deduction date the month after the award coverage will include vision care (maximum of \$90.00 every 24 months) as well as a hearing aide allowance (lifetime maximum \$500.00 per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

- (c) The Employer agrees to contribute 100% of the billed premium for group life coverage up to twice annual salary for each eligible full-time employee in the active employ of the Hospital and in the bargaining unit.
- (d) Following satisfaction of enrolment requirements and subject to the requirements of the carrier, eligible employees in the bargaining unit shall be entitled to participate in the group dental plan (Blue Cross #9 Current ODA Schedule, or its equivalent as determined by the individual Hospital) subject to the terms and conditions of the Plan.

The Hospital shall contribute fifty per cent (50%) of the billed premium towards coverage of eligible participating employees under the Plan, and such employees shall pay the remaining premium through payroll deduction.

Effective the first deduction date the month following the award, the Hospitals contribution to the Dental Plan will be 75%.

The Plan shall be in accordance with the provision of the Plan and, subject to such provisions, shall be mandatory.

22.02 Not applicable.

22.03 Pension

All employees covered by this Agreement must enrol in the Hospitals of Ontario Pension Plan as soon as they are eligible thereunder in accordance with the provisions and requirements of the Plan.

22.04 Notwithstanding the foregoing, employees who regularly work less than sixty (60) hours in a pay period will receive only a pro rata contribution from the Hospital with respect to health and welfare coverage under this Article. That is, the Hospital will contribute that proportion of the percentage contributions made by the Hospital during the term of the Agreement that the regular hours worked by such employees during a pay period bears to eighty (80) hours.

22.05 Not applicable

22.06 Not applicable

22.07 Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workplace Safety and Insurance Board Injury

In the case of an accident which will be compensated by the Workplace Safety and Insurance Board, the Hospital will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular duties of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

24.02 All employees covered by this agreement must enrol in the Hospitals of Ontario Disability Income Plan (HOODIP) as soon as they are eligible thereunder, in accordance with the provisions of and requirements of the plan. The share of HOODIP long term disability premiums is 75% to be paid by the Employer.

24.03 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits.

24.04 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.05 In the event the Hospital requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see his physician or to undergo the examination in the Hospital, whichever the employee prefers. Where the employee chooses to use his own physician and, in the opinion of the Hospital, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

24.06 **An** employee may be required to produce proof of sickness in the form of a medical certificate for any absence.

24.07 Workplace Safety and Insurance Board Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from the Workplace Safety and Insurance Board 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 Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board 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.

Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

24.09 Pay for Medical Certificates

The Hospital shall pay the full cost of any medical certificates required of an employee.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related clerical experience may claim at the time of hiring on a form supplied by the hospital, consideration of such experience. **Any** such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion, such experience is relevant, the employee shall be slotted in that step of wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

25.02 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).

25.03 Temporary Transfers

When 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 immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, or 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 shall determine the rate of pay for such new or changed classification and notify the local union of same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. **Any** change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

25.05 Wages and Classification Premiums

- (a) The Hospital agrees to pay, and the Union agrees to accept, for the term of this Agreement, the rates of wages set out in Schedule "A" attached hereto.
- (b) The Hospital may, from time to time, appoint Lead Hands. The premiums shall be fifty-five (55) cents per hour.
- (c) It is mutually agreed that the classification of Lead Hand noted above does not compel the Hospital to continue such classification for the duration of the Agreement, and the Hospital reserves the right, at its discretion, to discontinue the classification of Lead Hand at any time it is felt there is no longer work to justify such a classification of persons with the ability to perform work in such a classification. The classification Lead Hand for any Union position outlined above shall be included in the bargaining unit.

ARTICLE 26 - RELATIONSHIP

26.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

26.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities on the premises of the Hospital, save as specifically permitted by this Agreement or in writing by the Hospital.

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

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital will provide an adequate bulletin board in an area designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an Officer of the Local Union and submitted to the Executive Director or his appointee for approval prior to being posted.

ARTICLE 28 - PERSONAL FILES

28.01 Each employee shall have access to their file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of their supervisor and union steward, if they so request. Such request shall be made to the department of Human Resources with one (1) day's notice.

28.02 The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of the matters under current consideration, except in circumstances where disciplinary action on related matters has occurred within the two (2) year period.

ARTICLE 29 - DURATION

29.01 Renewal

- (a) It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this Agreement.
- (b) It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.




29.02 Term

- (a) This Agreement shall continue in effect until October 10, 2001, and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.
- (b) Negotiations shall begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph.
- (c) Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties shall meet within fifteen (15) days thereafter for the purposes of bargaining on local matters.

DATED AT TORONTO THIS 2nd DAY OF August 2001.

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204







JB/RB

MEMORANDUM OF UNDERSTANDING

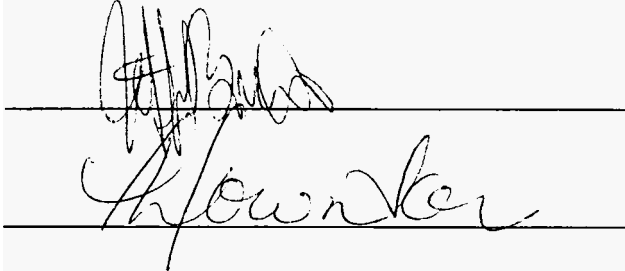
This letter shall be attached to and form part of the collective agreement.

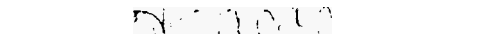
Persuant to the award of the Adams Board dated October 6, 1999 in the event of any dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter shall be referred to a board of Arbitration chaired by G. Charney, and nominees J. Sack and R. Filion.

Signed at Toronto this 2nd day of August 2001.

FOR THE PARTICIPATING LOCAL UNION

FOR THE PARTICIPATING
HOSPITALS





SCHEDULE A

	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
GRADE 1	Oct.11, 1994	13.538	13.914	14.298	14.693
	April. 1, 1996	13.538	13.914	14.298	14.693
	April. 1, 1997	13.673	14.053	14.441	14.840
	Oct. 11, 1997	13.742	14.123	14.513	14.914
	April. 1, 1998	13.879	14.265	14.658	15.063
	Oct. 11, 1998	14.018	14.407	14.805	15.214
	April. 1, 1999	14.158	14.551	14.953	15.366
	Oct. 11, 1999	14.300	14.697	15.102	15.520
	Oct. 11, 2000	14.586	14.991	15.405	15.830
GRADE 1 POSITION TITLE	DEPARTMENT				
Clerk Typist	Business Office Social Work Nursing Office Pharmacy Diagnostic Imaging IV, SPD, Accounting Lab Medicine Microbiology				
Clerk Typist I	ECG Echo Holter Lab Diagnostic Imaging				
Customer Service Clerk	Purchasing Health Records				
Clerk Receptionist I	Urology Echocardiology Fracture Room				
Post Data Entry Clerk	OPD				
Data Entry Clerk	Operating Room Diagnostic Imaging Fracture Room				

Clerk Typist	Purchasing
Receptionist I	EEG
	Omni Server
	Native Crisis
	Outreach
	OPD
	Cardiorespirator
	Y
Darkroom	Diagnostic
Assistant	Imaging
Equipment Supply Clerk	Operating Room
Library Assistant	Library
Diet Technician	Food Services
Menu Clerk	Food Services
Cashier I	Food Services
Patient	Emergency
Information Clk	
File Clk	Diagnostic
	Imaging
	Haematology
	Clinical
	Chemistry
Photocopy Clerk	Copy Centre
Inventory Control Clk	Stores
Microfilm Clerk I	Microfilming
In-Patient Clk	Diagnostic
	Imaging
Staffing Clk (Asst.)	Nursing Office

GRADE 2	Oct. 11, 1994	13.805	14.185	14.583	14.979
	April. 1, 1996	13.805	14.185	14.583	14.979
	April. 1, 1997	13.943	14.327	14.729	15.129
	Oct. 11, 1997	14.013	14.398	14.802	15.204
	April. 1, 1998	14.153	14.542	14.950	15.356
	Oct. 11, 1998	14.294	14.688	15.100	15.510
	April. 1, 1999	14.437	14.835	15.251	15.665
	Oct. 11, 1999	14.582	14.983	15.404	15.822
	Oct. 11, 2000	14.873	15.283	15.712	16.138

GRADE 2 POSITION TITLE	DEPARTMENT
Out-Patient Clk	Business Office
Accounts Payable Clk	Accounting
Microfilm Clerk II	Microfilming
Clk Receptionist II	OPD
Clk Typist Receptionist II	Health Records Rehabilitation
Information Clk	Pathology, IVF
Clk Typist II	Transcription
Switchboard Operator	Fracture Room
Senior Clk Typist I	Occupational Health
Unit Clk II	Mental Health
	Communications
	Health Records
	Communications
	Microbiology
	Social Work
	Immunohaematolgy
	Halfway House
	All Units

GRADE 3					
	Oct. 11, 1994	14.028	14.462	14.910	15.368
	April. 1, 1996	14.028	14.462	14.910	15.368
	April. 1, 1997	14.168	14.607	15.059	15.522
	Oct. 11, 1997	14.239	14.680	15.134	15.599
	April. 1, 1998	14.382	14.826	15.286	15.755
	Oct. 11, 1998	14.525	14.975	15.439	15.913
	April. 1, 1999	14.671	15.124	15.593	16.072
	Oct. 11, 1999	14.817	15.276	15.749	16.233
	Oct. 11, 2000	15.114	15.581	16.064	16.557

GRADE 3 POSITION TITLE	DEPARTMENT
Contact Clk	Business Office Diagnostic Imaging
Cashier II	Business Office
Receptionist	Emergency/Fracture Room
Sen. Clk Typist II	Rehabilitation Psychiatry Clinical Chemistry IVF, Oncology, OPD Business Office Pathology Pharmacy Diagnostic Imaging
H.R. Processing Clerk	Health Records Release of Patient Information
Registration Clerk	Health Records Outpatient Registration Pulmonary Function Lab Exercise Stress Testing Diagnostic Imaging Rehabilitation
O.R. Booking Clk	Operating Room
Sen Clk Typist	Receptionist
Psychiatry	Community Outreach Services
Unit Clk III	All Units Pacemaker OPD Fracture Clinic Community Outreach Services

In-service Asst. Educational
 Services
 Media Asst. Medical
 Illustration
 Accounting Clerk Accounting
 Business Office

GRADE 4	Oct. 11, 1994	14.408	14.854	15.314	15.787
	April. 1, 1996	14.408	14.854	15.314	15.787
	April. 1, 1997	14.552	15.003	15.467	15.945
	Oct. 11, 1997	14.625	15.078	15.544	16.025
	April. 1, 1998	14.771	15.228	15.700	16.185
	Oct. 11, 1998	14.919	15.381	15.857	16.347
	April. 1, 1999	15.068	15.534	16.015	16.510
	Oct. 11, 1999	15.219	15.690	16.176	16.675
	Oct. 11, 2000	15.523	16.004	16.499	17.009

**GRADE 4 POSITION DEPARTMENT
 TITLE**
 Sr Accounting Clk Accounting
 (Leadhand) Business Office
 Word Processing Nursing
 Operator
 Bed Allocator Central Patient
 Reg
 Omni Data & Operating Room
 Inventory
 Supply

GRADE 5	Oct. 11, 1994	14.809	15.266	15.740	16.226
	April. 1, 1996	14.809	15.266	15.740	16.226
	April. 1, 1997	14.957	15.419	15.897	16.388
	Oct. 11, 1997	15.032	15.496	15.977	16.470
	April. 1, 1998	15.182	15.651	16.137	16.635
	Oct. 11, 1998	15.334	15.807	16.298	16.801
	April. 1, 1999	15.487	15.965	16.461	16.969
	Oct. 11, 1999	15.642	16.125	16.626	17.139
	Oct. 11, 2000	15.955	16.447	16.958	17.482

GRADE 5 POSITION

TITLE	DEPARTMENT
Medical Dicta Typist Secretary	All Departments Health Records Nuclear Scanning Community Outreach Services Social Work Adult & Elder H.S. Operative Services Surgery/Gyn H.S.
Payroll Clk D.O.H.S. Asst.	

GRADE 6	Oct. 11, 1994	15.228	15.698	16.184	16.687
	April. 1, 1996	15.228	15.698	16.184	16.687
	April. 1, 1997	15.380	15.855	16.346	16.854
	Oct. 11, 1997	15.457	15.934	16.428	16.938
	April. 1, 1998	15.612	16.094	16.592	17.108
	Oct. 11, 1998	15.768	16.255	16.758	17.279
	April. 1, 1999	15.926	16.417	16.925	17.451
	Oct. 11, 1999	16.085	16.581	17.095	17.626
	Oct. 11, 2000	16.407	16.913	17.436	17.978

GRADE 6 POSITION DEPARTMENT

TITLE	DEPARTMENT
Sen. Payroll Clk	Payroll

GRADE 7	Dec 20, 1999	18.917	19.726	20.175	20.615
	Oct 11, 2000	19.295	20.120	20.578	21.027

GRADE 7 POSITION DEPARTMENT

TITLE	DEPARTMENT
Health Records Technician	Health Records

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