

COLLECTIVE AGREEMENT

BETWEEN

INDEPENDENT CANADIAN TRANSIT UNION  
LOCAL 9

(Service employees)

HEREINAFTER CALLED "THE UNION"

AND

SISTERS OF CHARITY OF OTTAWA  
HEALTH SERVICE

(for SCO Hospital and Villa Marguerite)

HEREINAFTER CALLED "THE HOSPITAL"

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## **ARTICLE I - DEFINITIONS**

### **1.01 EMPLOYEE**

Is defined as everyone in the bargaining unit, employed by the Employer and in any way remunerated.

### **1.02 The various classifications of employees are defined as follows:**

- a) **Regular full-time:** an employee who is hired to work a normal work week and whose appointment is for an indefinite period of time.
- b) **Regular part-time:** An employee who is hired to work on a predetermined basis, two (2) 7.5 hour-shifts, two (2) 6 hour-shifts, three (3) 5 hour-shifts or three (3) 4 hour-shifts per pay period for an indefinite period of time
- c) **Casual:** Any employee not mentioned in 1.02 a) and b)

### **1.03 POSITION**

For the purpose of this agreement, position denotes the job description as per Appendix "A" with the department where these duties are performed. These departments are:

Nursing  
Housekeeping  
Laundry (including linen and sewing rooms)  
Dietary  
Maintenance  
Elevators  
Stores  
Rehabilitations

### **1.04 CATEGORY**

Is defined as a group of employees having the same job title.

### **1.05 PROMOTION**

Is defined as the change of an employee from one position to another, having a salary scale whose maximum is higher and having heavier responsibilities.

### **1.06 TRANSFER**

Is defined as the change of an employee from one position to another with or without a change of classification and having a salary scale which maximum is the same or less than the maximum of the position that the employee is transferred from.

### **1.07 NORMAL WORKING DAY**

Means the days of the week during which the employee works 7.5 consecutive hours, exclusive of meal times or; the days of the week during which the employee works his regularly scheduled hours, exclusive of meal times. Daily overtime rates do not apply until 7.5 consecutive hours exclusive of meal times, has been exceeded.

### **1.08 MASCULINE AND FEMININE**

For the purpose of interpretation wherever used herein, the feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

#### 1.09 NORMAL WORK WEEK

Normal work week shall consist of five (5) working days totalling 37.5 working hours; or five (5) working days totalling the regularly scheduled consecutive hours.

#### 1.10 SENIORITY

Is defined as the status of an employee achieved by the total number of hours paid since his last date of employment which would include the provisions of Article 15.04(A).

### ARTICLE II - UNION RECOGNITION

2.01 a) The Hospital recognizes the Union as the sole Collective Bargaining Agency for all its lay employees of Sisters of Charity of Ottawa Health Service at the Elisabeth Bruyère Health Centre and Villa Marguerite, in the City of Ottawa, save and except persons regularly employed for not more than twenty-four (24) hours a week, supervisors, persons with a rank equivalent to and superior to supervisors, professional medical staff, registered and graduate nurses, graduate and undergraduate pharmacists, dietitians, technical personnel, office and clerical staff, social workers, occupational therapists, physiotherapists, recreologists, speech pathologists, audiologists, psychologists, psychometrists, psoriasis therapy assistants, pharmacy technicians, occupational therapy technicians, chiropodists and persons covered by subsisting collective agreements; and all employees of Sisters of Charity of Ottawa Health Service at the Elisabeth Bruyère Health Centre and Villa Marguerite, in the City of Ottawa, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, registered and graduate nurses, graduate and undergraduate pharmacists, dietitians, technical personnel, supervisors, persons with a rank equivalent to and superior to supervisors, office and clerical staff, social workers, occupational therapists, physiotherapists, recreologists, speech pathologists, audiologists, psychologists, psychometrists, psoriasis assistants, pharmacy technicians, occupational therapy technicians, chiropodists and persons covered by subsisting collective agreements; and, all employees of the Sisters of Charity of Ottawa Health Service at the Elisabeth Bruyère Health Centre in the Detoxification Centre located at 58 Bruyère Street, Ottawa, Ontario, save and except supervisors, persons above the rank of supervisor, social worker, clerical staff and persons covered by any subsisting collective agreements; and all lay employees of Sisters of Charity of Ottawa Health Service at the Saint-Vincent Hospital in the City of Ottawa, save and except the following: medical staff, chef cook, pharmacy, medical records, recreation and leisure and library personnel, administration, secretarial and clerical staff, supervisors and those with a rank equivalent to or superior to supervisors; telephone operators, information clerks, printing staff, security guards, summer relief, students, employees covered by the existing Collective Agreements with the Ontario Nurses Association, local 84, the Association of Allied Health Professionals: Ontario, the International Union of Operating Engineers Local 796 and the Ontario Public Service Employees Union local 413.

2.02 The Union agrees that there shall be no solicitation for membership, collection of dues, or other Union activities transacted on the premises of the employer, except as may be specifically permitted by this Agreement or in writing by the employer.

2.03 The Hospital shall not cause or *direct* any lockout of its employees and the Union shall not cause direct or consent to any strike or other collective action by its members which will stop, curtail, or interfere

with the operation of the Hospital. If any such action should be taken by the employees, the Union shall instruct the employees to return to work and perform their duties in the usual manner.

2.04 It shall be the exclusive function of the Hospital to:

- a) maintain order, discipline and efficiency, and establish and enforce reasonable rules and regulations governing the conduct of its employees;
- b) hire, discharge, classify, direct, transfer, lay off, promote, demote, or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

### **ARTICLE III - GRIEVANCE AND ARBITRATION PROCEDURES**

3.01 It is the mutual desire of the parties that complaint of employees shall be dealt with as quickly as possible. It is understood that an employee who has a complaint shall first discuss it with the immediate supervisor or his delegate within five (5) working days of the occurrence of the incident which gave rise to the complaint.

3.02 INDIVIDUAL GRIEVANCE

- a) Whenever an employee claims he has a grievance, he may, alone or accompanied by a representative of the Union, submit it in writing to the Labour Relation Director or his appointee, within thirty (30) calendar days of the occurrence of the incident giving rise to the grievance or of becoming aware of the occurrence of the incident giving rise to the grievance
- b) The Employer will give his reply to the employee and/or to the representative of the Union within fourteen (14) calendar days of receipt of the grievance. If the reply is not satisfactory to the employee, a representative of the Union accompanied by the employee, will meet with the Labour Relations Director or his appointee, within fourteen (14) calendar days of receipt of the reply in order to settle the grievance.

3.03 GROUP GRIEVANCE

- a) The Union on behalf of several employees collectively, may present a collective grievance when it suspects a violation of the present Collective Agreement. The group grievance is forwarded in writing within thirty (30) calendar days of the suspected in&action by the Union representative or his appointee. The employer shall reply in writing within fourteen (14) calendar days of the receipt of the grievance.
- b) In the case that the reply is not satisfactory, a meeting will be held within fourteen (14) calendar days of the date of the reply between the Director of Labour Relations or his appointee and the Union representative or his alternate in order to settle the grievance.
- c) The Employer has the right to grieve if he feels that an employee, group of employees or the Union has contravened the Collective Agreement. The inverse procedure will apply.

3.04 Agreements reached between the Employer and the Union in the settlement of grievance must be in writing and signed by representatives of both parties.

3.05 If a satisfactory solution cannot be reached to a grievance arising from the interpretation, the application, the administration or a suspected infraction of the articles of this Collective Agreement, either party may,



within fifteen (15) calendar days of the decision rendered as a result of the meeting of parties, have recourse to the arbitration procedure as follows:

- a) The Union, after following the foregoing procedure, may advise, in writing, the other party of its intention to submit the grievance to arbitration. This advice should contain the name of the representative of the Union to the Board of Arbitration.
  - b) The other party must reply within five (5) working days of receipt of such advice naming his representative to the Board of Arbitration.
  - c) The two nominees so named, within thirty (30) calendar days of the naming of the second nominee must appoint a third person who will act as chairman.
  - d) Should the party receiving the advice outlined in section (b) above neglect to appoint a nominee or if the two appointed nominees fail to agree on the selection of a chairman within the prescribed limits, the Board will be filled by the Minister of Labour of the Province of Ontario, at the request of one or other of the parties.
  - e) The Board of Arbitration shall hear both parties, evaluate the circumstances giving rise to the grievance and render a decision. This decision is final and obligatory for the Employer, as well as for the Union and all affected employees. A majority decision is sufficient. However, if the Board of Arbitration cannot reach a unanimous or majority opinion, the decision of the chairman is final.
- 3.06 If an employee has been suspended or dismissed and if his grievance has been submitted to a Board of Arbitration appointed in accordance with this Collective Agreement the Board may:
- a) reinstate the employee with full compensation;
  - b) uphold the suspension or dismissal;
  - c) render any other decision judged equitable under the circumstances including determining, if necessary, the amount of compensation or damages to which an employee might be entitled if unjustly treated.
- 3.07 In the case of an arbitration, the chairman of the Board of Arbitration, must be able to express himself in the language of **the plaintiff**.
- 3.08 Each of the parties shall bear the expense of the member appointed by it and each of them shall pay one half of the remuneration and expenses of the chairman.
- 3.09 Any or all of the time limits prescribed in this Article may be extended by mutual agreement of the parties in writing.
- 3.10
- a) When the Employer suspends or dismisses an employee, the Employer must, within five (5) working days of the suspension or dismissal, advise the employee in writing outlining the reasons and facts which resulted in the suspension or dismissal. At the same time the Employer must also advise in writing the Union of the dismissal or suspension.
  - b) If the suspension or dismissal is contested, the employee or the Union has recourse to the grievance procedure contained herein.

#### **ARTICLE IV - HOURS OF WORK**

- 4.01 a) The normal work week for regular full-time employees consists of 37 1/2 paid hours on a basis of 7 1/2 hours per day, exclusive of meal periods.
- b) The Hospital agrees to inform the Union in advance of any major changes in shift hours. The Hospital also agrees to give the union two weeks notice of change.
- 4.02 Where departmental requirements permit, the employee is entitled to two consecutive days off per week, Weekends off will be granted equitably.
- 4.03 a) Work schedules will be posted two weeks (14 days) in advance, The hours so posted are continuous hours of work with the exception of meal periods.
- b) Should the Hospital be required to change the schedule of work with less than forty-eight hours notice, the employee will be paid at the rate of time and one half for the first changed normal working day.
- c) Part-time employees who agree to work immediately before or beyond their scheduled hours of Work will do so at their regular rate of pay unless overtime and/or premium rate apply. In the event of a cancellation of a previously scheduled normal working day with less than 15 hours notice, the part-time employee will be paid four hours at regular rate.
- d) A request for change in posted time schedule must be submitted in writing and co-signed by an employee willing to exchange days off or shifts. It is understood that such changes in days off or shifts initiated by employees and approved by the Hospital shall not result in overtime payment.
- e) Regular part-time employees shall be given the opportunity to work additional tours at regular rate before on-call employees are called.
- f) When an employee is called to work a regular shift less than one hour prior to the commencement of the shift, and arrives within one hour of the commencement, then he shall be paid for a full shift provided that he works until the normal completion of the shift.
- When an employee is called to work after the commencement of the regular shift, he will be allowed one hour reporting time paid at regular rate.
- 4.04 It is agreed that no employee will be scheduled to work more than seven consecutive days. If however, it is obligatory for the employee to work more than seven consecutive days he will be remunerated at the rate of time and one-half at his normal rate for the hours worked in excess of seven days.
- 4.05 a) Personnel will be recruited for permanent evening and night shifts to meet the operational requirements of each department. Otherwise all staff will rotate equitably amongst the employees of that same category, as required in each department. Rotation schedules of evening and night shifts shall not exceed seven consecutive days.
- b) Subject to the approval of the Director of the Service an employee on permanent evening or night shift may be placed on regular shift on a temporary basis for reorientation.
- 4.06 The employee is entitled to two rest periods of fifteen minutes each normal working day. However, the employee is not permitted to take rest periods either at the beginning or at the end of his normal work day nor as an extension of his meal period. The immediate supervisor of the employee determines the time when the employee may take such rest periods.

- 4.07 An employee called back to work will be paid a minimum of 4 hours at straight time or at time and one-half for hours actually worked, whichever is greater
- 4.08 All regularly scheduled work shall have sixteen (16) hours between shifts. Where such a minimum of 16 hours is not granted, the employee will be remunerated at the rate of time and one half for the first shift. Except for casual and part-time employees who are offered work and agree to work a short change with no penalty for refusal. Casual and regular part-time who are offered work and agree to work a short change will not be entitled to overtime.
- 4.09 a) An employee who works on the evening and/or night shift is paid a premium of 60 cents an hour when the majority of his daily hours of work are between the period of 2:00 p.m. in the afternoon and 8:00 a.m. in the morning.
- b) An employee is paid a weekend premium of 60 cents an hour for each hour worked from 11:30 Friday night to 11:30 Sunday night.
- 4.10 a) All work authorized in excess of 7.5 hours a day or 75 hours per pay period will be remunerated at the rate of time and a half Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a 24 hour period as a result of a shift exchange at the request of the employee.
- b) An employee who works at least four (4) hours of overtime shall be provided at the time of the meal period with a hot meal or four dollars if the Hospital is unable to provide the hot meal.
- c) A rest period of fifteen minutes duration will be scheduled when authorized overtime work is for a period of at least three hours.
- 4.11 a) Scheduling regulations will be waived for a period of 25 calendar days in order to facilitate the scheduling and time off at Christmas and New Year periods.
- b) The Hospital will schedule three days off at either Christmas and New Year for all regular full-time and regular part-time employees and will endeavour to schedule up to a maximum of five days off
- c) The employees may exercise mutual exchange of Christmas or New Year's leave, however should any dispute arise in the initial choice of Christmas or New Year's leave then seniority shall prevail.

#### **ARTICLE V - UNION POSTINGS**

- 5.01 The employer agrees to furnish an enclosed notice board in the proximity of the cafeteria, and of the Employee Health Office at Saint-Vincent Pavilion and at the proximity of the Cafeteria at Elisabeth Bruyère Pavilion, at Villa Marguerite and Detoxification Center.
- 5.02 The Union representative may post on this board any notices of Union meetings.
- 5.03 All other notices, except the calling of Union meetings, may not be posted by the Union representatives without the specific authorization of the Labour Relations Director or his appointee.

#### **ARTICLE VI - UNION SECURITY**

- 6.01 Employees in categories covered by the Union shall, as a condition of employment, become and remain members of the Union in good standing according to the Constitution and By-laws of the Union.

- 6.02 The Employer agrees to deduct each pay from the wages due to employees the amount certified by the Union as being the dues of the Union and to remit same to the Union before the 15th day of the following month. In remitting such dues, the Employer will provide a list of employees from whom deductions were made.
- 6.03 Notice of any change in the official rate of Union dues will be provided in writing by the Union to the Labour Relations Director or his appointee at least one month prior to the date that the new rate is to be implemented.
- 6.04 The Union dues will be deducted beginning with the employee's first pay period.
- 6.05 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

## **ARTICLE VII - ANNUAL VACATION**

### 7.01 ACCUMULATION OF VACATION LEAVE

- a) The vacation year shall be from May 1 st to April 30th inclusive of the following calendar year.
- b) A full-time employee shall earn vacation leave credits for each calendar month during which he receives his regular pay for at least 10 days or a compensation from the Workers Compensation Board on the following basis:
  - i) 3 weeks annual vacation with pay after one year of service as of April 30th;
  - ii) 4 weeks annual vacation with pay after 5 years of service as of April 30th;
  - iii) 5 weeks annual vacation with pay after 13 years of service as of April 30th;
  - iv) 6 weeks annual vacation with pay after 25 years of service as of April 30th
- c) Notwithstanding the provision of Article 7,01(B), an employee will not accumulate vacation credits while receiving compensation from the Workers' Compensation Board for any period in excess of twelve months following the date of the claim.
- d) Whenever possible, annual vacation will be adjusted to take into consideration the fact that schedules are often posted with off days in midweek and the vacation time should be aligned at the employee's request to properly enjoy the full vacation.

### 7.02 SCHEDULING OF VACATION LEAVE

- a) The scheduling of vacation leave is subject to the operational requirements of the department and every reasonable effort shall be made to comply with the employee's request.
- b) Annual vacation must be taken before the end of the applicable vacation year, i.e., April 30th.
- c) The employee who wishes to change his scheduled vacation date must submit a written request at least three (3) weeks in advance of the scheduled vacation and the desired vacation leave. If the request is refused, reasons for such refusal will be given in writing within five (5) days of the request.

- 7.03 a) Scheduled vacation days shall not be replaced by sick days during the employee's vacation.
- b) In the event that an employee requires hospitalization while on vacation, he shall be deemed to be on sick leave to the extent that he is so hospitalized during his vacation period. If the hospitalization is of 72 hour duration or more, the convalescence period shall also be deemed sick leave. Proof of the hospitalization must be submitted in such circumstances. Vacation days so displaced will be rescheduled at a mutually agreeable date.
- 7.04 Hospital seniority within a department applied to each category within a section/unit will be the criteria for the choice of vacation dates.
- 7.05 If husband and wife are employed in the institution, they may take their vacation at the same time with the stipulation that the choice of vacation of the spouse with lessor seniority shall prevail.
- 7.06 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving two weeks notice of termination in which case he shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act.
- 7.07 Any employee may request to receive a monetary advance on vacation credits prior to leaving on vacation by completing the applicable form (to be obtained from payroll office) at least three weeks before commencement of the scheduled vacation. It is understood that the amount of the above-mentioned advance will represent approximately 90% of the regular net vacation pay requested.
- 7.08 Regular part-time and casual employees are to be given priority for Summer relief work providing that they so indicate in writing no later than May 1 st, of each year.
- 7.09 Regular part-time and casual employees will be entitled to leave without pay in accordance with the terms and conditions provided for regular full-time employees' vacation leave subject to article 13.06.

#### **ARTICLE VIII - MATERNITY AND PARENTAL LEAVE**

- 8.01 a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this Article.
- b) The requirements of eligibility for maternity leave will be 10 months of continuous employment which may include any authorized leave of absence with or without pay.
- c) The employee will give written notification at least one month in advance of the date of commencement of such leave and the expected date of return. Such notification must be accompanied by a medical certificate from the attending physician attesting to the pregnancy and indicating the probable date of delivery; such a certificate is subject to the scrutiny of the physician of the Occupational Health Service.
- 8.02 The length of the leave is established as follows:
- a) The employee may cease work at any time during the pregnancy upon recommendation of her attending physician. However the Employee Health Department reserves the right to require that the employee cease to work if the state of her health becomes incompatible with the type of work she is required to perform.

- b) The employee may extend her maternity leave up to six months following the date of delivery. She must at that time produce a certificate from her attending physician to the effect that she is able to return to her regular work.
  - c) If the employee does not return to work within the prescribed delay she loses both her seniority and her employment.
  - d) Where it is not possible for her to return to work, she must nevertheless produce a certificate from her attending physician, all of which then becomes subject to the article on sick leave.
- 8.03 Effective April 1, 1991, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, will be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 75% of her regular weekly earning and the sum of her weekly Unemployment Insurance benefits and any other earnings" Such payment will commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance, pregnancy benefits and will continue while the employee is in receipt of such benefits for a maximum period of 17 weeks. The employee's regular weekly earnings will 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.
- 8.04 Parental Leave - In accordance with the Employment Standards Act, 1990, an employee who has worked for at least thirteen (13) weeks of continuous service, is entitled, upon request, to a leave of absence of a maximum of eighteen( 18) weeks. An employee on parental leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earning 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.

#### **ARTICLE IX - LEAVE OF ABSENCE**

- 9.01 a) The Hospital may, in its discretion, grant a leave of absence with or without pay to attend courses and seminars which are approved by the Hospital.
- b) A full-time employee shall be entitled to leave of absence without loss of earnings from his regularly scheduled working hours for the purpose of writing any examination required in any mutually agreed work related course in which the employee is enrolled.
- 9.02 When an employee is granted a leave of absence without pay for a specified period, the Employer issues a written authorization to this effect. In such cases the employee retains all acquired rights according to the terms of this collective agreement providing that he returns to work within the prescribed period.
- 9.03 The Hospital may, in its discretion, grant a leave of absence without pay to any employee for personal reasons. Employees on leave of absence without pay in excess of 30 thirty calendar days are not actively

employed by the Hospital, and such time will not be counted in the calculation of length of service, annual vacation, sick leave, statutory holidays, premium sharing.

#### 9.04 JURY AND WITNESS DUTY

- a) An employee subpoenaed as a witness or juror will receive his regular pay for those days of the employee's regular schedule during which he is required to be absent by virtue of such subpoena provided that he:
  - i) notifies the Hospital immediately upon his notification that he will be required to attend court;
  - ii) presents proof of service requiring his attendance; and
  - iii) promptly repays the amount (other than expenses) paid to him for such service or attendance to the Hospital.
- In all cases when the employee is either the plaintiff or defendant, this article does not apply.
- b) If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law in connection with a case arising from his duties at the Hospital, he shall not lose his regular pay because of such attendance provided he:
  - i) notifies the Hospital immediately upon his notification that he will be required to attend court;
  - ii) presents proof of service requiring his attendance; and
  - iii) promptly repays the amount (other than expenses) paid to him for such service or attendance to the Hospital.

#### 9.05 PATERNITY LEAVE

Effective April 1, 1991, in the event of the birth of his child, a male employee will be granted two scheduled working days with pay which will be taken within two weeks of the date of birth as mutually agreed with his immediate supervisor.

#### ARTICLE X - ABSENCE FOR UNION ACTIVITIES

10.01 The Hospital agrees to grant leaves of absence without pay to employees who are elected as members of the Union's Executive Committee to attend Union business. These absences must not exceed 180 days in total per calendar year and must be individually requested at least ten working days in advance and must be authorized by the immediate supervisor, with copy to Human Resources, who authorizes payment. This leave will be subject to operational requirements but will not be unreasonably withheld.

The Union agrees to furnish the Hospital with a list of the Committee members within ten calendar days of their election. Any changes to such aforementioned list shall be indicated to the Hospital within ten calendar days of such changes."

10.02 In cases where such notice of ten days as indicated in Article 10.01 may not be given the official delegate must explain such reasons to the Labour Relations Director or his appointee.

- 10.03 Work schedules of such employees are not affected in any way by such absences unless agreed to by both parties.
- 10.04 Representatives of the Union may meet with Hospital authorities by appointment.
- 10.05 Five employees who are members of the Union are permitted to attend, without loss of pay, meetings with the Hospital's Negotiating Committee for any renewal of the collective agreement. The Hospital agrees to pay the aforementioned five members for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including arbitration.
- 10.06 The Employer agrees to provide, at the request of one or other of the grievance agents, a suitable locale in order that they may meet with employees who have an urgent problem. The Employer agrees where possible to liberate such employees who indicate they may have a grievance or loss of salary. Further, the Employer agrees that the grievance agent may receive telephone calls on a telephone situated near his normal working position. The Union assures that this clause will not be abused, and when the Employer indicates any such abuse the Union agrees to immediately correct the situation. The grievance agent as well as the employees liberated according to this article do not lose any salary as a result thereof
- 10.07 An employee covered by this Agreement who is required to serve the Union on a full-time basis will be granted upon request a leave of absence without pay for periods of two years. During such leave, the employee will accumulate seniority but will not accumulate any leave credits. He may however participate in the applicable insurance plans stipulated in article 20.08 upon reimbursing the Hospital for the total value of the premiums.

#### **ARTICLE XI - BEREAVEMENT LEAVE**

11.01 Bereavement leave will be granted as follows:

a) Bereavement Leave for Regular Full-time employees

Regular full-time employees will be granted:

- i) Five consecutive scheduled working days with pay immediately following the death of the employee's child, spouse or common-law spouse as defined in the Family Reform Act.
- ii) Three consecutive scheduled working days with pay immediately following the death of the employee's mother, father, guardian, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

The hospital in its discretion may extend such leave with or without pay.

b) Bereavement Leave for Regular Part-time employees

Regular part-time employees will be granted:

- i) In the event of the death of the employee's child, spouse or common-law spouse as defined in the Family Reform Act, previously scheduled working days that fall within the date of death and the funeral inclusively (not exceeding five working days) will be considered as bereavement leave with pay.



- ii) In the event of the death of the employee's mother, father, guardian, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, previously scheduled working days that fall within the date of death and the funeral inclusively (not exceeding three working days) will be considered as bereavement leave with pay.

#### **ARTICLE XII - SPECIAL CASES**

- 12.01 Where an employee is no longer able to accomplish the work of his position due to age, sickness or an accident, he will be transferred to a vacant position, the work of which he is capable of accomplishing, in which case he will be remunerated at the rate established for the position to which he is transferred.

#### **ARTICLE XIII - PERCENTAGE-IN-LIEU OF BENEFITS**

- 13.01 The articles pertaining to the entitlement to fringe benefits for regular part-time employees will be deleted or amended as applicable to reflect the process of the percentage-in-lieu of benefits.
- 13.02 a) The regular part-time employee as defined in clause 1.02(B) will receive in lieu of sick leave (6.9%), statutory and floating holidays (4.6%), other benefits (2.5%) an amount equal to 14% of his biweekly pay for regular hours worked.
  - b) In addition of the aforementioned 14%, the regular part-time employee as defined in clause 1.02(B) will be paid 6% vacation pay; 8% vacation pay, after 5 years of service as of April 30th; 10% vacation pay, after 13 years of service as of April 30 , 12% vacation pay after 25 years of service as of April 30". These percentages will be based on the employee's biweekly pay for regular hours worked, subject to article 13.06.
- 13.03 The casual employee as defined in clause 1.02(C) will receive in lieu of vacation pay (6%), statutory and floating holidays (4.6%), an amount equal to 10.6% of his biweekly pay for regular hours worked.
- 13.04 Employees presently covered under the applicable insurance plans will receive 11.5% in lieu of sick leave (6.9%), statutory and floating holidays (4.6%). They may however cancel their insurance coverage and receive 14% instead of I 1.5%
- 13.05 All of the aforementioned percentages-in-lieu of benefits will not be calculated on any premium and/or overtime payments. They will be reviewed when the present Collective Agreement is re-negotiated.
- 13.06 The employer will calculate the percentage in lieu for vacations per pay period but pay the accumulated amount when the employees take their vacations, this will take effect as of May 1, 1998.

#### **ARTICLE XIV - PROBATIONARY PERIOD**

- 14.01 Every employee as defined in article 1.02 is probationary during the first 65 days worked following his date of employment. During this period, the stipulations of the collective agreement determine his working conditions and his remuneration but in the case of termination of employment, he will not avail himself of the grievance procedure. Upon completion of his probationary period, the employee's seniority is counted retroactive to the date of his employment.
- 14.02 If an employee is laid off before having completed the probation period stipulated in 14.01, he is entitled to credit the same number of days of service which he has accumulated before being laid off should he be reemployed within sixty calendar days of having been laid off.

- 15.03 A temporary employee who has worked in a position for more than 65 days as a temporary employee will not be subject to the probationary period if he is reclassified as a regular employee in the same category. In such a case, his date of employment for seniority purposes will be retroactive to the date of his last appointment as a temporary employee. His eligibility date for benefit purposes will however be the date of his employment as regular employee.

#### ARTICLE XV - SENIORITY

- 15.01 a) The employer will furnish the Union once a month in duplicate with a list of new employees including their date of employment, department, classification, as well as a list of terminations indicating name, date of employment and date of termination of the employees.
- b) The Employer will also maintain a seniority list outlining the seniority of employees in full-time positions. A separate list is also maintained for regular part-time and casual employees. These seniority lists will be provided three times a year to the Union upon request, one of which will include the employees' most recent address.
- 15.02 The employee who is qualified under the provisions of article 17.03 to perform the work will be preferred over an employee who is on probation.
- 15.03 The seniority of a regular part-time or casual employee is calculated on the basis that 1500 hours worked equal one year of service.
- 15.04 a) The employee preserves and accumulates his seniority in the following cases:
- 1) Cases of leave of absences without pay up to a maximum of one month in any calendar year.
  - 2) When receiving any of the fringe benefits mentioned in this agreement.
  - 3) Absences as a result of industrial accidents or occupational illnesses recognized as such by the Workmen's Compensation Board.
- b) The employee preserves but does not accumulate seniority in the following cases:
- 1) Absence for sickness up to six months after the expiration of his paid sick leave.
  - 2) A lay-off up to twelve months.
  - 3) Authorized leave of absence without pay for periods exceeding one month.
- c) The employee loses his seniority and his employment in the following cases:
- 1) Voluntary resignation.
  - 2) Dismissal.
  - 3) Layoff exceeding twelve months.
  - 4) An unexplained absence of more than three consecutive days without reasonable cause.
  - 5) Upon receipt of a disability pension from the Workers' Compensation Board.

- 5.05 a) Long Service premiums will be paid to all regular full-time and regular part-time employees on the following basis:
- |                              |                  |
|------------------------------|------------------|
| - after 15 years of service: | \$ 6.00 per week |
| - after 20 years of service: | \$ 8.50 per week |
| - after 25 years of service: | \$12.00 per week |
| - after 35 years of service: | \$18.00 per week |

#### **ARTICLE XVI - LAYOFFS**

16.01 In the event of proposed layoffs of a permanent nature, the Hospital shall:

- a) provide the Union with no less than 12 weeks written notice of the proposed layoffs;
- b) meet with the Union to review the following:
  - i) the reason for the layoff;
  - ii) the service the Hospital will undertake after layoff;
  - iii) the method and implementation including the areas of cutback and employees to be laid off;
- c) identify vacant position with the bargaining unit or positions which are temporarily filled but which become vacant within a six (6) month period.

16.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement.

16.03 The Hospital will endeavour to provide the affected employee(s) with no less than 8 weeks written notice of layoff or pay in lieu thereof:

- a) Where, in the case of layoff, merit and ability are equal as between two or more employees, seniority by category within the department shall be the governing factor.
- b) Employees who are in a layoff situation will be recalled to duty in the reverse order of seniority, subject to qualifications and ability, before the posting procedure for vacant positions is implemented. This procedure will be in effect for a period of twelve (12) months after the date of the layoff.
- c) Employees cannot be promoted as a result of a bumping process.
- d) Employees laid off are entitled to receive a severance indemnity in accordance with the SCO Hospital policy.

16.04 In the case of layoff an employee can exercise his bumping rights inside the bargaining unit as follows:

- a) The employee receiving the layoff notice must bump a least senior employee in his category and department, if possible, or may bump into the same category outside his department or a different category when there are no more possibilities;
- b) The first and second employee bumped may bump in the same manner mentioned above.

- c) The third employee must bump the least senior employee in his category when possible or the least senior employee in the bargaining unit;
- d) The fourth employee must bump the least senior part-time employee in his category when possible or the least senior employee in the bargaining unit.
- e) The fifth employee is effectively laid off.

#### ARTICLE XVII - POSTING OF VACANT POSITIONS, AND TRANSFERS

- 17.01 New and/or vacant full-time positions and part-time positions within a department (with the exception of those with less than 75 days duration) covered by this Collective Agreement will be posted on the notice board for a period of one calendar week and any interested employees may also forward a copy of such a request to the Union. When the position has been filled according to this article the name of the successful candidate will be posted on the notice board. The Employer may temporarily fill the position until the successful candidate has been chosen.
- 17.02 If it is possible that another vacancy will be created as a result of such an appointment as outlined in Article 17.01, this second vacancy must also be posted and filled and any subsequent vacancies which may be created as a result of the first and the second through the chain reaction need not to be posted.
- 17.03 a) In cases where qualifications, performance, ability and merit are reasonably equal, seniority shall be the deciding factor when decisions are made with regard to promotions and transfers.
- b) Where educational requirements are compulsory, the Hospital will accept the decision of the Board of Education of Ontario with respect to foreign education level.
- 17.04 The promoted employee shall receive, in his new classification, a salary on the scale of the new classification immediately above the salary that he was receiving in the classification which he left.
- 17.05 In cases of promotion, voluntary demotion and voluntary transfer to another department, an applicant selected on the basis of 17.03 above will be given the opportunity of fulfilling the duties of the new position during a trial period which may not exceed 65 days worked. If the employee fails to meet the requirements for the job during the said period or if the employee wishes to relinquish the promotion, voluntary demotion and voluntary transfer to another position, he will be returned to his former position in the same unit or section without loss of seniority and will replace the employee with the least seniority in that position.
- 17.06 Any employee may before applying for such a position inquire as to the other candidates who have so applied from the Human Resources Department.
- 17.07 Both parties agree to form a committee to discuss the possibilities of eliminating the above-mentioned posting procedures in situation where the posting of vacant positions would be to the detriment of certain employees. Such committee shall be composed of up to 2 representatives for each party.

#### ARTICLE XVIII -NEW CATEGORIES

- 18.01 A Joint Job Evaluation Committee, consisting of two representatives for each party, will be established as needed to evaluate the duties of any newly created position that would fall within the scope of Article 2.01. The evaluation will be done in accordance with the provisions of the SEN version of the SKEW Job Evaluation System.

The results of the evaluation will be final and binding upon the parties where a decision of the majority is reached. Where no such decision is reached, the matter will be submitted to arbitration in accordance with the Arbitration procedure outlined by this Agreement. In such circumstances, the Arbitration Board (or single arbitrator) shall not be authorized to make any decision inconsistent with the provisions of the above-mentioned Job Evaluation System nor to alter, modify, add to or amend any part of this System.

The Hospital may nevertheless establish a temporary salary scale until such time as a final decision is reached in the matter.”

- 18.02 The categories of Technician’s Aid, Assistant Technician, Non-Classified employee, Laundry Helper, Group Leader (Housekeeping), Preventive Maintenance Technician, Van Driver, which were previously included in Appendix “A” will form part the Bargaining Unit in the event that the Hospital re-establishes such categories which would fall within the provisions of article 2.01.

#### **ARTICLE XIX - PAID STATUTORY HOLIDAYS**

- 19.01 a) The Employer agrees to recognize and observe ten (10) paid statutory holidays during the year:

New Year’s Day  
 Good Friday  
 Easter Monday  
 The Queen’s Birthday  
 Canada Day  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day

- b) In addition to the above, each regular full-time employee, who has successfully completed the probationary period stipulated in clause 14.01 will be granted two floating holidays (not to be considered as a premium day) with pay in each year of the contract. The two floating holidays must be taken before the end of the applicable fiscal year. One of these floating holidays will be replaced by Heritage Day when the latter is proclaimed. In preparing the work schedules, the immediate supervisor will make every effort to comply with the employee’s request.

- 19.02 If one of the holidays falls on Saturday, Sunday, a weekly day off or during a vacation period, the employees do not lose the holiday provided that they comply with the requirements of article 19.03.

- 19.03 To be entitled to the holiday, the employee must have worked on his full scheduled working day immediately preceding and following the scheduled holiday unless his absence is authorized with pay. If the authorized absence with pay is due to sickness, a medical certificate must be submitted not later than 5 days following the employee’s return to work.

- 19.04 a) All employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half

- b) A regular full-time employee who is required to work on a statutory holiday shall be paid at the rate of time and one-half and granted another day off with pay contiguous with any of his scheduled days off. If this alternative day is not granted within thirty days of the holiday, the employee shall be paid time and one-half in lieu of the day off,

- c) The Hospital will endeavour to schedule off any of the statutory holidays stipulated in 19.01 (a) which fall on a Monday contiguous with the applicable scheduled weekend off.

## **ARTICLE XX - SICK LEAVE AND HEALTH INSURANCE**

- 20.01 A full-time employee shall accumulate sick leave credits at a rate of 1 1/2 days for each calendar month during which he receives his regular pay for at least 10 days.
- 20.02 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness provided that:
- a) he satisfies the Hospital of this in such manner and at such time as may be determined by the Hospital; and,
  - and
  - b) he has the necessary sick leave credits.
- 20.03 To be entitled to this benefit, the employee must advise the Employer except where it is impossible to do so, of his illness in accordance with his departmental policy and upon his return to work he must report to the Employee Health Department. Medical certificates must be submitted for absences due to illness for periods of more than three scheduled working days. The Hospital may, in any case, require that the employee be examined by a physician of his choice. Medical certificates must indicate a probable date of return.
- 20.04 The required initial medical examination as well as any required immunization procedures shall be carried out, without cost to the employee, by the Hospital's Health Department authorities. Any further medical examination which may be required under the Public Hospitals' Act may be performed by the employee's personal physician, but it must be carried out at the employee's expense.
- 20.05 An employee who contracts an infectious disease as a result of his employment, will receive treatment and medications at the expense of the Hospital. Sick leave credits will continue to accumulate for the duration of the absence caused by such infectious disease.
- 20.06 Sick leave days accumulated under preceding systems of collective agreements and not used, are not lost but are brought forward and added to those days as outlined in this article.
- 20.07**
- a) On termination of employment, for any reason other than dismissal for just cause, an employee with two years of continuous service shall receive a cash payment equal to 50% of the unused portion of sick leave allowance at his current salary.
  - b) Upon retirement, the employee with fifteen years of service or more, will be repaid for 100% of his accumulated unused sick days.
  - c) Upon retirement, the employee with less than fifteen years of continuous service will be repaid for 75% of his accumulated unused sick days.
  - d) Death: full remittance of unused sick leave credits
- 20.08**
- a) The Hospital agrees to contribute 100% of the billed premiums under the Ontario Blue Cross Extended Health Care Plan and the Constellation Assurance Company's Life Insurance Plan.
  - b) The Hospital agrees to contribute 75% of the billed premiums under the Ontario Blue Cross Dental Plan as presently established.

20.09 The Hospital agrees to pay the applicable premiums as required by the pension plan.

20.10 It is understood that the Hospital may at any time substitute another carrier for any plan (other than Provincial Health Plan) provided the benefits conferred thereby are not decreased.

Before making such substitution, the Hospital shall notify the Union to explain the proposed change. Upon request by the Union, the Hospital shall provide to the Union pertinent information of the benefit programmes contracted for and in effect for employees covered herein.

20.11 Subject to the provisions of article 20.10, the Hospital agrees to continue the administration of the Long-Term Disability Plan underwritten by the Constellation Assurance Company. It is understood and agreed that the participating employees will continue to pay the full premium of this insurance.

Should the Constellation Assurance Company withdraw its underwriting privileges, the Hospital will endeavour to find another company to provide similar benefits.

#### **ARTICLE XXI - WITHHOLDINGS FROM SALARY**

21.01 a) No employee will be required to pay for or to replace tools, materials or furniture which he has broken or used unless the Employer can establish that the employee was guilty of negligence.

b) The employee will be responsible for tools provided specifically for his use for the period of his employment at the Hospital.

c) The employee will be responsible for the return of hospital property or its equivalence upon termination.

d) As determined by the Hospital from time to time, it is agreed that the required carpenter's tools will be purchased and paid by the Hospital.

#### **ARTICLE XXII - PAID PERIOD**

22.01 The Employer must pay the employees in accordance with Article 33 of the Employment Standards Act.

22.02 Should an error of one day's pay or more occur on a pay, which is attributable to the Employer, the latter agrees to correct the error within three working days, otherwise the error will be rectified by the following pay day.

#### **ARTICLE XXIII - GENERAL CONDITIONS**

23.01 No private agreement, between the Employer and an employee, concerning salary or working conditions, is valid unless approved in writing by the Union.

23.02 Upon written request to the Labour Relations Director or his appointee, an employee may consult his file during normal business hours accompanied by a representative of the Union if he wishes. The file should contain:

- the application form
- the employment form
- all authorizations for deductions
- all disciplinary reports
- all requests for promotions, transfers and demotions

The privilege of consulting the file expires when the employee voluntarily resigns.

- 23.03 The Hospital agrees to do the translation and the preparation for printing of the Collective Agreement. The Union will bear the printing cost. It is understood that the English version will prevail in cases of ambiguity and/or interpretation.
- 23.04 All employees in the bargaining unit as of April 1, 1990, are entitled to the lump sum payment on the basis of the number of hours paid since April 1, 1990. The Hospital will provide the Union within 15 days of the signing of the Agreement with the name and last address recorded with the Hospital of employees who have a period of 30 days from the date the Union is notified by the Hospital to claim any adjustment to their wages earned during their employment with the Hospital.
- 23.05 The Hospital agrees to furnish the suitable outer wear to employees whose duties include outside work. The number of outer wear will be determined by the appropriate Department Head.
- 23.06 The Hospital agrees to underwrite the cost of providing liability insurance in respect of employees and to save such employees harmless in respect of any such actions or causes of actions which may be instituted as a result of such employee's discharge of his duties while in the employ of the Hospital.
- 23.07 Statutory increases will automatically be granted on October 1st of each year, to employees on strength as of April 1st of that year. For employees who commence employment April 1 st, the anniversary date for granting statutory increases will be October 1st, of the following year.
- 23.08 Orientation session of newly-hired employees shall include a period of up to 15 minutes for discussion on a collective basis with a Union representative.
- 23.09 Any employee transferred temporarily for one hour or more to a different task than his own is compensated at the rate for the new task providing that it is in excess of the salary that he is presently earning. If the salary is lower than which he is earning, he maintains his regular salary.
- 23.10 A daily premium of \$11.25 is granted to an employee who is assigned to replace the applicable Section Head or Croup Leader for a temporary period.

#### ARTICLE XXIV - APPENDICES

The following appendices to this Collective Agreement form an integral part thereof

"A" Salaries

"B" Technical Progress



ARTICLE XXV - LENGTH OF AGREEMENT

- 25.01 Unless otherwise stipulated, the agreement will take effect on April 1 1996, and expire on March 31, 1998,
- 25.02 The two parties recognize the necessity to meet during the sixty to thirty days period prior to the end of the present agreement in order to discuss the procedure to follow to negotiate a subsequent contract.
- 25.03 In the case of ambiguity in interpretation, the English version of the agreement will be official.

Dated in Ottawa, this October 22<sup>nd</sup> 1997.

FOR THE HOSPITAL

FOR THE UNION

Caroline Roy  
~~Jeff~~  
Brasseur  
Blanchet  
K. DeBault  
K. Delcamp

Logu Sargis  
Kevin O'Neil  
Daniel Camero  
Greg  
Colleen Araujo  
~~Jeff~~

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>Cook/Cuisinier (I-900)</b> Means any person committed to the preparation and cooking of food and vegetables. Prépare et cuisine les aliments et légumes.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	17.625 17.858 18.092 18.326	no change no change no change no change	no change no change no change no change
<b>Chief Pastry Cook / Chef pâtissier (I 902)</b> Means any person who makes and decorates cakes, pastries, desserts and breads. Must hold a valid certificate of qualifications in pastry making.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	17.957 18.191 18.431 18.665	no change no change no change no change	no change no change no change no change
<b>Pastry Cook / Patissier (I 903)</b> Means any person who makes cakes, pastries, desserts and breads. Prépare les gâteaux, les pâtisseries, les desserts et le pain.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	16.302 16.542 16.769 17.009	no change no change no change no change	no change no change no change no change
<b>Special Diets Cook / Cuisinier diètes spéciales (I904)</b> Means any persons who prepares and cooks the food in the dietary kitchen. Prépare et cuisine les repas dans la cuisine des diètes spéciales	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	16.302 16.542 16.769 17.009	no change no change no change no change	no change no change no change no change
<b>Cook's Helper / Aide cuisinier (I 905)</b> Any person assisting in the preparation and cooking of food in general and maintenance of the kitchen and the dietary equipment; may also be assigned to the preparation of light meals. Aide à la préparation et à la cuisson des aliments en général, ainsi qu'à l'entretien de la cuisine et de la batterie de cuisine; peut également être appelé à préparer des repas légers	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.794 15.022 15.262 15.502	no change no change no change no change	no change no change no change no change
<b>Butcher / Boucher (I 906)</b> Means any person responsible for the cutting of meat. Responsable de la coupe des viandes	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	17.959 18.191 18.431 18.665	no change no change no change no change	no change no change no change no change
<b>Group Leader B: Kitchen / Chef de groupe B : Cuisine (I 907)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.960 15.194 15.428 15.668	no change no change no change no change	no change no change no change no change

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>Food Service Attendant - SVP / Préposé en alimentation - PSV (I 908)</b> Means any person performing work in the kitchen but she is not considered as cook, butcher, pastry cook or baker. Effectue des travaux dans la cuisine mais n'est pas considéré comme un cuisinier, une boucher, un pâtissier ou un boulanger	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	14.117 14.357 14.591 14.825	no change no change no change no change	no change no change no change no change
<b>Food Service Attendant - EBP / Préposé en alimentation - PEB (I 910)</b> Red Circle / Étoilé	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon		no change no change no change no change	no change no change no change no change
<b>Vegetable Preparation Person / Légumier (I 911)</b> Means the person who prepares all vegetables for cooking Prépare les légumes en vue de la cuisson	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	14.960 15.194 15.428 15.668	no change no change no change no change	no change no change no change no change
<b>Housekeeping Attendant I / Préposé I, Entretien ménager (I 921)</b> Means any person committed to mopping, dusting, cleaning of wash basins, bathtubs and other duties related to the upkeep of various departments and to help with the distribution of trays Nettoie les planchers, époussette, nettoie les lavabos et les baignoires, exécute d'autres fonctions liées à l'entretien des différents services et aide à la distribution des plateaux	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	14.117 14.357 14.591 14.825	no change no change no change no change	no change no change no change no change
<b>Housekeeping Attendant I A / Préposé IA, Entretien ménager (I 922)</b> Means any person committed to wax floors, wash walls, floors stairs, elevators, windows and panes in general, inside the hospital. Cire les parquets, lave les murs, les planchers, les escaliers, les ascenseurs, les fenêtres et les carreaux de façon générale à l'intérieur de l'Hôpital.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	14.117 14.357 14.591 14.825	no change no change no change no change	no change no change no change no change
<b>Elevator Operator / Opérateur d'élévateur (I 923)</b> Means any person who operates an elevator and does maintenance work of elevators. Fait fonctionner les ascenseurs et en assure l'entretien.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	14.117 14.357 14.591 14.825	no change no change no change no change	no change no change no change no change
<b>Receiving Clerk / Commis à la réception (I 924)</b> Means any person who can receive merchandise, classify it, prepare orders for the departments, make deliveries all under the direction of a principal clerk. Reçoit des marchandises, les classe, prépare des commandes pour les divers services et assure la livraison des marchandises sous la direction d'un commis principal.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	15.969 16.197 16.437 16.677	no change no change no change no change	no change no change no change no change

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>Store Clerk - EBP / Commis au magasin - PÉB (I 925)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.426 14.629 14.815 15.273	no change no change no change no change	no change no change no change no change
<b>Store Clerk - SVP / Commis au magasin - PSV (I 926)</b> Red Circle / Étoilé	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon		no change no change no change no change	no change no change no change no change
<b>Store Helper - EBP / Aide au magasin - PÉB (I 927)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.416 14.575 14.744 14.913	no change no change no change no change	no change no change no change no change
<b>Registered Practical Nurse / Infirmière auxiliaire autorisée (I 940)</b> Any person registered with the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974 Est membre de l'Ordre des infirmières et infirmiers de l'Ontario conformément à la Loi sur les sciences de la santé de 1974.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	18.628 18.868 19.102 19.335	no change no change no change no change	no change no change no change no change
<b>Non Registered Practical Nurse / Infirmière auxiliaire non-autorisée (I 941)</b> Any person holding a certificate from a recognized school for Registered Practical Nurse and is awaiting registration with the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974. Détient un diplôme d'une école agréée d'infirmières auxiliaires agréées et attend l'autorisation de l'Ordre des infirmières et infirmiers de l'Ontario conformément à la Loi sur les sciences de la santé de 1974.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.960 15.194 15.428 15.668	no change no change no change no change	no change no change no change no change
<b>Health Care Aide - VM / Aide en soins de santé - VM (I 942)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.247 14.448 14.575 14.871	no change no change no change no change	no change no change no change no change
<b>Nursing Attendant / Préposé aux bénéficiaires (I 943)</b> Means any person committed to the care and treatment of patients and other acts pertaining to the welfare of patients. S'occupe des soins et des traitements aux malades, ainsi que des autres mesures visant à assurer le bien-être des malades.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.960 15.194 15.428 15.668	no change no change no change no change	no change no change no change no change

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>Ward Clerk / Commis d'unité (I 944)</b>	Initial/De départ	16.812	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	17.403	no change	no change
	2 <sup>nd</sup> increment/2 <sup>o</sup> échelon	18.012	no change	no change
	3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	18.652	no change	no change
	4 <sup>th</sup> increment/4 <sup>o</sup> échelon	19.311	no change	no change
<b>Meal Helper / Préposé aux repas (I 946)</b>	Initial/De départ	14.312	no change	no change
<b>Painter / Peintre (I 950)</b> Means any person who generally performs the painting work inside the hospital and who can give proof of his qualifications as a painter. Accomplit généralement les travaux de peinture à l'intérieur de l'hôpital et peut prouver qu'il est un peintre qualifié.	Initial/De départ	17.625	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	17.858	no change	no change
	2 <sup>nd</sup> increment/2 <sup>o</sup> échelon	18.092	no change	no change
	3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	18.326	no change	no change
<b>Carpenter / Menuisier (I 953)</b> Means any person generally committed to repair work and who can give proof of his qualifications as a carpenter. Accomplit généralement les travaux de réparation et peut prouver qu'il est un menuisier qualifié.	Initial/De départ	18.628	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	18.868	no change	no change
	2 <sup>nd</sup> increment/2 <sup>o</sup> échelon	19.102	no change	no change
	3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	19.335	no change	no change
<b>Carpenter's Helper / Aide menuisier (I 954)</b> Means any person who generally helps a carpenter but who is not a carpenter. Aide le menuisier, mais n'est pas menuisier.	Initial/De départ	15.631	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	15.865	no change	no change
	2 <sup>nd</sup> increment/2 <sup>o</sup> échelon	16.105	no change	no change
	3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	16.332	no change	no change
<b>Plumber / Plombier (I 956)</b> Responsible mainly for the maintenance of the plumbing installation in the hospital as to the City and provincial regulations. S'occupe principalement de l'entretien de la plomberie de l'hôpital conformément aux règlements municipaux et provinciaux.	Initial/De départ	19.803	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	20.043	no change	no change
	2 <sup>nd</sup> increment/2 <sup>o</sup> échelon	20.277	no change	no change
	3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	20.511	no change	no change
<b>Plumber Helper / Aide-plombier (I 957)</b>	Initial/De départ	15.410	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	15.578	no change	no change
	2 <sup>nd</sup> increment/2 <sup>o</sup> échelon	15.738	no change	no change
	3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	15.907	no change	no change

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>Senior Electrician / Électricien principal (I 959)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	22.369 22.572 22.775 23.009	no change no change no change no change	no change no change no change no change
<b>Electrician / Électricien (I 960)</b> Responsible mainly for the maintenance of the electrical installation in the hospital as to the hydro-electric regulations. Ontario licence is mandatory. Responsable principalement de l'entretien des installations électriques de l'Hôpital conformément au Code de l'électricité. Doit détenir un brevet d'électricien de l'Ontario	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	19.803 20.043 20.277 20.511	no change no change no change no change	no change no change no change no change
<b>Senior Preventive Maintenance Technician / Technicien principal, Entretien préventif (I 962)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	22.369 22.572 22.775 23.009	no change no change no change no change	no change no change no change no change
<b>Preventive Maintenance Helper / Aide, Entretien préventif (I 963)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	16.640 16.874 17.108 17.342	no change no change no change no change	no change no change no change no change
<b>Mechanical Technician (I 964)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	17.957 18.191 18.431 18.665	no change no change no change no change	no change no change no change no change
<b>General Maintenance Person / Personne s'occupant de l'entretien général (I 965)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	16.640 16.874 17.108 17.342	no change no change no change no change	no change no change no change no change
<b>Physiotherapy Aide / Aide, Physiothérapie (I 970)</b> <b>Day Hospital Aide / Aide, Hôpital de jour (I 971)</b> <b>Occupational Therapy Aide / Aide, Ergothérapie (I 972)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>o</sup> échelon 3 <sup>rd</sup> increment/3 <sup>o</sup> échelon	15.280 15.520 15.748 16.098	no change no change no change no change	no change no change no change no change
<b>Occupational Therapy Aide - EBP / Aide, Ergothérapie - PÉB</b> Red Circle / Étoilé	Initial/De départ		no change	no change

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>Porter / Porteur (I 974)</b> Means a person involved in the movement of patients from and to their rooms for treatment/exercise purposes; obtains linen from the laundry and necessary medical equipment from Central Supplies; performs other related duties. Transporte les malades pour leur permettre de recevoir les traitements et de faire les exercices appropriés; ramasse le linge à la buanderie et le matériel médical nécessaire au Central de distribution des fournitures médicales; accomplit d'autres fonctions connexes.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.117 14.357 14.591 14.825	no change no change no change no change	no change no change no change no change
<b>Linen Attendant / Préposé à la lingerie (I 975)</b> Means any person who performs general work in the Linen Section Accomplit divers travaux généraux dans la lingerie	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.289 14.523 14.757 14.991	no change no change no change no change	no change no change no change no change
<b>Laundry Attendant / Préposé, Buanderie (I 976)</b> Means any person committed to the operation of laundry equipment. Chargé de fonctionner le matériel de la buanderie.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.289 14.523 14.757 14.991	no change no change no change no change	no change no change no change no change
<b>Group Leader A: Sewing Room / Chef de groupe A : Couture (I 977)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	16.302 16.542 16.769 17.009	no change no change no change no change	no change no change no change no change
<b>Sewing Attendant / Préposé, Couture (I 978)</b> Means any person committed to sewing, who repairs and makes garments with new or old material and who can perform any sewing work which is usually done at the hospital. Coud, répare et confectionne des vêtements à partir de tissu neuf ou usagé et peut exécuter tous les travaux de couture généralement accomplis à l'hôpital.	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.960 15.194 15.428 15.668	no change no change no change no change	no change no change no change no change
<b>S.P.D. Attendant - SVP / Préposé, A.P.D. - PSV (I 979)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.289 14.523 14.757 14.991	no change no change no change no change	no change no change no change no change
<b>S.P.D. Attendant I - EBP / Préposé, A.P.D. I - PÉB (I 980)</b>	Initial/De départ 1 <sup>st</sup> increment/1 <sup>er</sup> échelon 2 <sup>nd</sup> increment/2 <sup>e</sup> échelon 3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.057 14.373 14.650 14.913	no change no change no change no change	no change no change no change no change

**SCALES AND JOB DESCRIPTIONS / GRILLES DES SALAIRES ET ÉNONCÉ DE FONCTIONS  
HORAIRE / HOURLY**

<b>CATEGORY / CATÉGORIE</b>		<b>1996-04-01</b>	<b>1997-03-30</b>	<b>1998-03-30</b>
<b>S.P.D. Attendant II - EBP / Préposé II, A.P.D. - PÉB (I 980)</b>	Initial/De départ	14.386	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	14.564	no change	no change
	2 <sup>nd</sup> increment/2 <sup>e</sup> échelon	14.818	no change	no change
	3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	15.273	no change	no change
<b>Venipuncture Technician - EBP / Technicien en Venipuncture PÉB</b>	Initial/De départ	16.944	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	17.113	no change	no change
	2 <sup>nd</sup> increment/2 <sup>e</sup> échelon	17.328	no change	no change
	3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	17.573	no change	no change
<b>Addiction Crisis Worker - EBP / Intervenant d'urgence en toxicomanie - PÉB (I 991)</b>	Initial/De départ	14.321	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	14.499	no change	no change
	2 <sup>nd</sup> increment/2 <sup>e</sup> échelon	14.753	no change	no change
	3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	15.205	no change	no change
<b>General Helper / Aide général (I 992)</b> Means any person who performs general work either inside or outside, but who has no special qualifications. Effectue des travaux généraux de tous genres, à l'intérieur comme à l'extérieur, mais n'a pas de qualifications particulières.	Initial/De départ	14.117	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	14.357	no change	no change
	2 <sup>nd</sup> increment/2 <sup>e</sup> échelon	14.591	no change	no change
	3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.825	no change	no change
<b>Parking Attendant / Préposé au stationnement (I 993)</b>	Initial/De départ	14.117	no change	no change
	1 <sup>st</sup> increment/1 <sup>er</sup> échelon	14.357	no change	no change
	2 <sup>nd</sup> increment/2 <sup>e</sup> échelon	14.591	no change	no change
	3 <sup>rd</sup> increment/3 <sup>e</sup> échelon	14.825	no change	no change



## APPENDIX "B"

**TECHNICAL PROGRESS**

In the case of technical progress, the Employer will advise the Union within a sufficient delay to avoid laying off any employee and to permit both parties to prepare a procedure to transfer and/or provide additional training for the employees.

**CONTRACTING OUT**

When it becomes necessary to contract out construction and renovation projects, the SCO Hospital shall seek tenders as per Administrative Policy 06 and ensure that the selected suppliers use appropriately licensed trade persons to perform the work.

The SCOH and the Union agree that the work of the bargaining unit is the work normally performed by members of the bargaining unit. The SCOH shall not contract out to the private sector any work that is currently performed by members of the bargaining unit. Persons with supervisory positions not covered by the terms of this agreement may perform duties in an emergency or for instructional purposes.