

COLLECTIVE AGREEMENT

BETWEEN

CHATHAM-KENT HEALTH ALLIANCE
(hereinafter referred to as the "Hospital" or "Employer")

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 132
(hereinafter referred to as the "Union")

OFFICE AND CLERICAL
Full time and Part time

DURATION: April 1, 2005 to March 31, 2007

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PREAMBLE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

UNDERSTANDING

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

ARTICLE 1 - RECOGNITION

- 1.01 The Chatham-Kent Health Alliance recognizes the Union as the sole bargaining agent of all office and clerical employees of the Chatham-Kent Health Alliance employed in the Municipality of Chatham-Kent, save and except supervisors, persons above the rank of supervisor, human resources staff including payroll staff, administrative and executive Secretary to Director of Rural Medicine, information systems staff (except Help Desk), librarian and positions included in any other bargaining unit.
- 1.02 The Employer agrees to notify the Union, at the Union's Regional office, of the name and address of any new employee within the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management of the Employer and the direction of the employees are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
 - a) maintain order, discipline and efficiency;
 - b) hire, assign, retire, direct, promote, demote, classify, transfer, lay off, recall, and to suspend or discipline or discharge provided that a claim by an employee that he has been suspended, disciplined or has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) determine in the interest of efficient operation and high standards of

service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;

- d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by the Employer or its representatives because of membership in the Union.
- 3.02 There shall be no discrimination, restraint or intimidation practiced or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, age, marital status, race, color, creed, criminal record, national origin or political opinions.
- 3.03 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY

- 4.01 The parties hereto mutually agree that all employees of the Employer covered by this Agreement shall become Union members.
- 4.02 **Copies of the Agreement**
The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the parties shall share in the cost of printing this Agreement and copies shall be distributed to each employee.
- 4.03 **Bulletin Board**
The Employer will provide a bulletin board for the posting of Union notices in the employee's locker room.

ARTICLE 5 - REPRESENTATION

- 5.01 a) The Employer agrees to recognize the following Union Committees: A Negotiations Committee, a Pay Equity Negotiations Committee, an Employer/Employee Relations Committee (E.E.R.C.) and a Health and Safety Committee.
- b) The employer agrees to recognize not more than six (6) stewards plus the Chairperson. No more than one (1) steward will be absent from any one unit/department at any one time.
- 5.02 In addition, for the purposes of processing employee grievances, the Employer recognizes the grievors right to be represented by the Steward of the grievor's choice at all stages of the grievance.
- 5.03 The privilege of committee members or Stewards handling grievances to leave their work without loss of pay or benefits to attend to Union business is granted on the following conditions:
- a) such business must be between the Union and the Employer;
- b) the time shall be devoted to the prompt handling of necessary Union business;
- c) the members concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- 5.04 The employees will be allowed to hold meetings on the Employer's premises provided permission for such meeting is obtained in advance from the Director of Human Resources.
- 5.05 **Negotiating Time**
The Employer agrees to recognize a Union Negotiating Committee consisting of five (5) employees which shall include the Unit Steward, plus the Union Representative with no more than one (1) employee selected from the same department.
- The Employer also agrees to recognize a Pay Equity Negotiating Committee consisting of five (5) employees plus the Union Representative for the purposes of negotiating a Pay Equity Plan.
- 5.06 Employees serving on the Union's Negotiating Committee shall be paid for lost time at his or her normal straight time rate of pay, for scheduled negotiating meetings.
- 5.07 **Employee/Employer Relations Committee**
Both parties agree to establish an Employee/Employer Relations Committee

consisting of two (2) Union representatives and two (2) Management representatives and either party shall have the right to have present an additional resource person. The Chairperson at the first meeting shall be named by the Employer and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The Chairperson shall appoint a secretary who shall keep the minutes of the meeting. The Committee will meet once per quarter and more or less frequently by mutual agreement. The Committee will provide a forum for on-going communication and the joint consideration of various concerns which arise in the day-to-day activities of the employees represented by the Union. All such meetings will be held during normal working hours and employees shall be paid for lost time at his or her normal straight time rate of pay for attendance at E.E.R.C. meetings.

- 5.08 It is understood and agreed that, either party may be assisted by an outside representative at any meeting of the committees listed in Article 5.01.
- 5.09 Employees shall have the right to the assistance of OPSEU representatives at all times.

ARTICLE 6 - DUES CHECK-OFF

- 6.01 The Employer agrees that it will deduct from the first day of employment, each pay period, a sum equal to regular Union dues from each employee in the Bargaining Unit. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, NORTH YORK, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names and social insurance numbers of those employees for whom deductions have been made.
- 6.02 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.
- 6.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.
- 6.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employee arising out of the deduction of Union dues as herein provided.

ARTICLE 7 - STRIKES OR LOCK-OUTS

- 7.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the Ontario Labour Relations Act.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or a case where the Employer has acted unjustly, improperly or unreasonably, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.
- 8.02 An employee who believes he has a complaint or a difference shall first discuss the complaint or difference with his supervisor within seven (7) full calendar days of first becoming aware of the complaint or difference. The employee may be accompanied by his steward if he so desires.
- 8.03 If the complaint or difference is not satisfactorily settled by the supervisor within seven (7) calendar days of the discussion, it may be processed within an additional seven (7) calendar days in the following manner:
- 8.04 **Step One**
The employee may file a grievance in writing with his/her Supervisor. The written grievance, signed by the employee, shall state the nature of the grievance and the re-dress sought. The Supervisor shall give the grievor his decision in writing within seven (7) calendar days of the submission of the grievance.
- 8.05 **Step Two**
- a) If the employee is dissatisfied with the decision of the Supervisor, the written grievance, signed by the employee or his designee, shall be presented to the Director of Human Resources or his designated representative within seven (7) calendar days from the date of receipt of the Supervisor's reply in the first step of the grievance procedure or failure to reply within the time limits herein provided.
 - b) Within seven (7) calendar days of receipt of the grievance, the Director of Human Resources, or his designated representative, will arrange a meeting with the grievor and his representatives.
 - c) Within fourteen (14) calendar days of this meeting the Director of Human Resources, or his designated representative, shall render his decision in writing

8.06 **Discharge**

Where a employee feels that he has been unjustly discharged or suspended, the employee may file a grievance within seven (7) calendar days of the effective date of his discharge and it will then be deemed to be at Step Two of the Grievance Procedure.

Note: During a person's probationary period, the Company reserves the right to terminate that person providing such action is not exercised in a manner that is arbitrary or in bad faith.

8.07 **Policy and/or Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees in the Union has a grievance, it may be submitted at Step Two of the grievance procedure. Such grievances must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance.

8.08 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

8.09 In this Article, days shall include all days exclusive of Saturday, Sunday and designated holidays.

8.10 The employee, at his option, may be accompanied and represented by a Union representative at all stages of the grievance procedure.

ARTICLE 9 - ARBITRATION

9.01 Upon exhaustion of the grievance procedure should either party wish to refer a grievance to arbitration, written notice of application for arbitration shall be made to the other party within fourteen (14) calendar days of receipt of the last written disposition. If no such written request for arbitration is received within the time limit then the grievance shall be deemed to have been abandoned.

9.02 The party requesting arbitration shall indicate in its written request, the name of its nominee to the Arbitration Board.

9.03 Within seven (7) working days thereafter, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairperson, so that the Arbitration Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as chairperson chosen by the other two (2) members of the Board.

- 9.04 If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within five (5) working days of their appointment or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 9.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.06 Each party shall pay:
(a) the fees and expenses of its nominee to the Board of Arbitration; and
(b) one half (1/2) of the fees and expenses of the chairperson
- 9.07 **Expedited Arbitration**
The parties, prior to applying for expedited arbitration under Section 49 of O.L.R.A., shall attempt to reach agreement on a chairperson. If a chairperson is not agreed upon within fifteen (15) days of the notification that arbitration is being sought, either party may apply for a chairperson under the Act.
- 9.08 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 9.09 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 9.10 The time limits set out in this Article are mandatory and failure to comply strictly with such limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 9.11 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 10 - HEALTH & SAFETY

10.01 Health & Safety Committee

It is the responsibility of the Employer to provide a safe and healthful working environment for all of its employees and it is incumbent upon such employees of

the Employer to ensure that such an environment is maintained at all times. The Employer and the Union shall in general, in any and all areas not otherwise covered by the Ontario Health and Safety Act, co-operate in improving rules and practices which will provide adequate protection to employees. To this end, the Employer shall maintain a Joint Health and Safety Committee in accordance with provision of the Occupational Health and Safety Act, 1978, and amendments thereto or successors thereof.

- 10.02 The parties agree to strike a Joint Health and Safety Committee consisting of one (1) representative elected by the bargaining unit and one (1) representative from the Employer.
- 10.03 The Committee shall meet on request of either party, upon presentation of an agenda and in any event, at least four (4) times per annum. Time spent by the employees in carrying out the functions of the committee shall be considered to be time worked.
- 10.04 Either party may exercise the right to have present at any committee meeting any outside resource person.

ARTICLE 11 - SENIORITY

11.01 Employer-Wide Seniority

Employer-Wide Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer at any location.

11.02 Seniority List

A seniority list which reflects the seniority of bargaining unit members shall be maintained.

The seniority list shall be updated every six (6) months and a copy shall be sent to the Unit Steward.

11.03 Probationary Employee

All new employees shall be hired on a probationary basis for a period of three (3) months for full time employees or four hundred and fifty (450) hours worked for part-time employees. If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Employer, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended for an additional three (3) months for full-time employees, or four hundred and fifty (450) hours worked for part-time employees.

- 11.04 Seniority shall accrue during a pregnancy leave or parental leave. For the purpose

of pregnancy leave and parental leave seniority accrual shall be determined by multiplying the normal weekly hours times the weeks the employee is absent due to pregnancy or parental leave in accordance with the Employment Standards Act.

- 11.05 It is understood and agreed that each employee hired to fill a vacancy created by the absence of an employee on maternity leave or protracted absence due to illness/injury shall, notwithstanding the foregoing, continue on probation for all purposes under this Agreement until the expiry of the said three (3) months continuous employment, or until four (4) weeks following the return to work of the employee absent due to maternity leave or parental leave or protracted absence due to sickness etc., whichever is later. On completion of such employee's probationary period as herein before specified and an offer of employment, the name of such employee shall be placed on the seniority list and shall be credited with three (3) months seniority, together with such further seniority as shall have been earned during this probationary period.

(Note: if the person is employed as a part-time person, the appropriate hours will apply during the probationary period).

- 11.06 Seniority shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the Agreement but not for the purposes of service under any provisions of the Agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 1950 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the Agreement but not for the purposes of service under any provision of the Agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1650 hours worked. Any time in excess of an equivalent shall be pro-rated at the time of transfer.

11.07 **The following is applicable to Full-Time Employees only**

Effect of Absence

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

- c) 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. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.
- d) It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in W.C.B. or L.T.D. benefits.

11.08 Transfers Outside Unit

An employee who is transferred to a position outside the bargaining unit for:

- a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
- b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time period noted in (a) or (b) above, he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

11.09 Loss of Seniority & Deemed Termination

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

- a) leaves of his own accord;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off without recall pursuant to the lay-off provisions for twenty-four (24) months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by

registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;

- g) subject to the Human Rights Code, is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.

ARTICLE 12 - POSTING AND FILLING OF VACANCIES, PROMOTIONS AND TRANSFERS

12.01 In all cases, filling of vacancies, promotions and transfers shall be based on the following factors:

- (a) seniority; and
- (b) skill, qualifications and the ability to perform the requirements of the position.

Where the qualifications in factor (b) are relatively equal, seniority shall govern. Such judgment shall be made in a fair, impartial and consistent manner.

- (c) The practice for purposes of the above clause as of date of ratification will be to consider all applicants based on seniority (regardless of full or part time), where the qualifications in factor (b) are relatively equal.

12.02 a) When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board mutually designated for this purpose.

The notice shall be posted for a period of not less than seven (7) calendar days.

- b) Notwithstanding the above, the Employer may fill at its own discretion temporary vacancies caused by:

- a) illness
- b) accident
- c) pregnancy and parental leave of absence
- d) leave of absence not expected to exceed six (6) months
- e) vacation
- f) specific tasks not expected to exceed six (6) months

- i) In filling such temporary full-time vacancies, the Alliance shall first offer the position to a Regular Part-Time employee on the basis of seniority within the classification and department, then consider employees in accordance with Article 12.02 b) ii.
- ii) In filling such temporary Part-time vacancies, the Alliance shall consider employees who have expressed an interest, in writing, within the current calendar year, in filling such vacancies, on the basis of the selection criteria as set out in Article 12.

Note #1: Part-time employees filling such vacancies will retain their current part-time status for the duration of the temporary vacancy.

Note #2: In the event that a temporary vacancy that is known to be in excess of twenty (20) working days, regular part timers will be given the opportunity over casuals and filled in accordance with Article 12.01.

- c) Employees from the bargaining unit selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.
- d) Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

- 12.03 Such notice shall contain the following information:
nature and location of the position, requirements of the position, shift, wage or salary rate or range.
- 12.04 Applicants from within the bargaining unit, shall be given consideration for the position. Where there are no applicants from within the bargaining unit the Employer will consider applications from persons employed outside of the bargaining unit as well as persons outside of the employ of the Employer. Each applicant will be informed in writing of the outcome of the job posting within three (3) working days of the final decision having been made.
- 12.05 The successful applicant shall be allowed a trial period of up to two (2) calendar months for full time positions and up to three hundred (300) hours for a part time

position (excluding all temporary positions) during which the Employer will determine if the employee can satisfactorily perform the job. In the event the successful applicant proves unsatisfactory in the position, he shall be returned to his former position without loss of seniority and employees subsequently displaced shall be returned to their former position. In the event the successful applicant wishes to voluntarily return to his former posted position, he may elect to do so.

- 12.06 The Union shall be notified of all appointments and recalls within five (5) working days.
- 12.07 Where an employee is temporarily assigned to a higher paying position, he shall receive the rate of pay at the step on the higher paying salary scale that results in a salary increase to that employee
- 12.08 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.

ARTICLE 13 - LAY-OFF AND RECALL

Article 13 applies to Regular Full-Time and Regular Part-Time Employees Only.

- 13.01 In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Employer shall:
 - a)
 - (i) provide the Union with no less than six (6) months written notice of the proposed lay-off.
 - (ii) provide to the affected employee(s), if any, no less than six (6) months written notice of lay-off or in the alternative, if there is mutual consent provide pay in lieu of notice.

Note: Where a proposed lay off 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 lay-off.

- b) meet with the Union through the E.E.R.C. Committee within thirty (30) calendar days of notification as per (a) to review the following:
 - 1) the reason causing the lay-off
 - 2) the service the Employer will undertake after the lay-off
 - 3) the method of implementation including the areas of cut-back and employees to be laid off
 - 4) ways the Employer can assist employees to find alternate

employment

- 13.02 Any signed agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take over the terms of layoff in this Agreement.
- 13.03 In the event of a lay-off, the Employer will lay-off in reverse order of seniority by full-time and by part-time within their classification in accordance with 13.04 (b) provided that those employees who remain on the job have the qualifications and ability to perform the work. It is understood, however, that probationary employees in the job classification in question shall be laid off first.

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.

- 13.04 An employee who is subject to lay-off shall have the right to either:
- (a) accept the lay-off and be placed on a recall list for twenty-four (24) months; or
 - (b) displace an employee who has less bargaining unit seniority and who is the least senior employee in a lower paying or identical paying classification in the department, if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation.
 - (c) If the employee cannot displace an employee in his department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee subject to the lay-off can perform the duties of the lower or identical classification without training other than orientation.

Note: The decision of the employee under a) or b) or c) shall be given in writing to the designated Employer Representative within seven (7) calendar days following notification of lay-off. Employees failing to respond will be deemed to have accepted a lay-off.

Any employee displaced through this procedure shall themselves be entitled to utilize this procedure.

- 13.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on her service and experience with the Employer.

- 13.06 Employees who are laid off shall have their names placed on a re-hire list and when vacancies occur they shall be rehired in order of seniority, the person with the most seniority being recalled first.
- 13.07 An employee shall have the opportunity to recall from a lay-off to an available opening, in order of seniority provided he has the qualifications and 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. An employee who is recalled shall be credited with the seniority he had at the time of lay-off. An employee can be recalled to a higher paying classification provided they have the qualifications and ability to perform the work of the higher paying position. An employee who refuses 2 recalls for which they have the qualifications and ability to perform the work shall be deemed terminated.
- 13.08 It shall be the duty of employees on the recall list to notify the Employer of any change of address.
- 13.09 The Local President shall be the last to be laid off and the first to be recalled.
- 13.10 Every effort shall be made by the parties to minimize the adverse effects on bargaining unit members due to reconfiguration/restructuring. The intent of the parties is to have layoff as a last resort.

Prior to issuing a notice of a permanent or long-term layoff resulting in an individual(s) losing employment, the following provisions will apply: (For clarification, this means that the employee has been laid off from employment, or the employee has received notice of lay-off or is in a position that has been identified as being surplus or redundant).

- (a) (i) The Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.
- (ii) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of 26 weeks salary, and, in addition, full-time employees shall receive a single lump sum payment equivalent to \$1,000 for each full year less 65, to a maximum of \$5,000.
- (iii) Where the employee who elects an early retirement option in

accordance with this provision is part-time, his/her retirement allowance will be based upon his/her regular average weekly salary (which includes 13% in lieu of benefits; in cases of Pension participation this % in lieu would be 9%), calculated over the twelve (12) month period immediately preceding his/her last day of work.

- (iv) In addition, the Employer will provide to such full time employees until they reach age 65 and who are in receipt of the Employer's pension plan, benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these Benefit plans as is currently contributed by the Employer to the billed premiums of active employees.
 - (v) The early retired full-time employee's share towards the billed premium of the insured benefit plans will be paid in advance by post dated cheques for a six (6) month period by the employee.
- (b)
- (i) Where an employee resigns within one month (30 days) after receiving notice of layoff that his or her position will be eliminated, he or she shall be entitled to a separation allowance of 2 weeks for each year of continuous service to a maximum of twelve (12) weeks and, on production of receipts from an approved educational program, within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of \$3,000 dollars.
 - (ii) Where the employee who resigns in accordance with this provision is a part-time employee, their separation allowance will be based upon their regular average weekly salary calculated over the twelve (12) month period immediately preceding their last day of work.
 - (iii) In addition, the Employer will provide to all such full-time employees who resign in accordance with this provision, equivalent coverage on the same basis as is provided to active employees for semi-private, extended health care and dental benefits for a period of 26 weeks, or until such time as such employee obtains other employment, whichever first occurs. The Employer will contribute the same portion of the billed premiums of these benefit plans as is currently contributed by the Employer to the billed premiums of active employees. Such resigning full-time employees share towards the billed premium of the insured benefit plans will be paid in advance by the employee.
 - (iv) Where an employee resigns later than one(1) month after receiving notice that his or her position will be eliminated, he or she shall be entitled to a separation allowance of 4 weeks salary and, upon production of receipts from an approved educational program,

within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of \$1,250.

Pre-retirement counselling will be made available to any employee requesting same who is eligible under the above.

13.11 Technological Change

Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer undertakes to meet with the Union to consider the minimization of adverse effects (if any) upon the employees concerned.

Employees who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest possible time which shall in no case be less than the notification to the Union as set forth above or the requirements of the applicable legislation.

ARTICLE 14 - LEAVES OF ABSENCE

The provisions of this Article apply to full-time and part-time employees.

14.01 Pregnancy Leave

- (a) Employees shall be entitled to unpaid maternity or adoption leave of absence in accordance with the provisions of the Employment Standards Act.
- (b) The Employer shall continue to pay the employer's share in accordance with legislation and past practice for benefits for employees on pregnancy leave as described in (a) above and seniority shall continue to accrue during the period of such leave.
- (c) The Employer will continue its current policy and practices regarding its pregnancy supplemental unemployment benefit (SUB) plan.
- (d) Upon completion of such leave, an employee shall be returned to the position held immediately prior to the commencement of the leave should it exist or to another comparable position.

14.02 Parental Leave

Parental Leaves will be granted in accordance with the provision of the Employment Standards Act.

14.03 **Bereavement Leave**

- (a) The Employer shall pay an employee up to three (3) days pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of an employee's immediate family. "Immediate family" means spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, step-child, step-sister, step-brother. Immediate family as set out above shall include the relatives of "spouses" as defined herein.
- (b) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service for her or his aunt, uncle, niece or nephew.
- (c) Bereavement leave will commence within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral.

The Employer, in its discretion may extend such leave with or without pay. "Spouse" for the purposes of this article will be defined as spouse, common-law spouse and same sex spouse.

14.04 **Jury Duty and Witness Duty**

If an employee is requested to serve as a juror in any court of law, or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's inquest in connection with a case concerning the Employer, the employee shall not lose regular pay because of the necessary absence from work on the day of such duty, provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- b) presents proof of service requiring the employee's attendance; and
- c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

14.05 **Leave for Union Activities**

- (a) Leave of absence without pay shall be granted, upon written request to the Employer, to employees elected or appointed to represent the Union at conventions, seminars and/or meetings.
- (b) When an employee is elected or appointed to a full time position with OPSEU or with an organization to which OPSEU is affiliated, the Employer shall grant leave of absence without pay and without loss of

seniority for the duration of such leave. At the end of the assignment the employee shall be reinstated to his former position at the then current salary.

- c) For leaves of absence without pay for Union business under the terms of this Agreement, the employee's salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits.
- d) The Local President or Chairperson shall be granted leave of absence with pay (at a mutually agreed upon time) from her regular shift, of four (4) hours per pay period to perform union business.

This provision only applies if the Local President or Chairperson is a member of the Office & Clerical Bargaining Unit.

14.06 **Other Leaves**

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed a year, unless both the Union and the Employer mutually agree otherwise.

14.07 **Accumulation of Seniority**

Seniority shall continue to accumulate during any paid leave and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he had when he completed the first thirty (30) day period of unpaid leave.

14.08 **Education Leave**

Where the Employer directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications, such employee shall not lose regular pay because of necessary absence from work due to participation in the course. The Employer shall pay in advance the full cost of such course. The employee may apply to the Employer for a reasonable advance to cover additional costs associated with the course.

14.09 **Pre-paid Leave**

a) **Purpose**

The Pre-paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence funded by the employee through the deferral of salary over a defined period in accordance with part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

- b) **Application**
Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources, at least six (6) months prior to the commencement date of salary deferral portion of the Pre-paid Leave Plan. Such Application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee shall be informed of the disposition of the application within thirty (30) days of submission.
- c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in the Article and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to the Provisions of this Article.
- d) **Nature of Final Agreement**
Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer, authorizing the Employer to make the appropriate deductions from the employee's pay. The agreement will also include:
- a) A statement that the employee is entering the Plan in accordance with the provisions of this Article of the Collective Agreement.
 - b) The period of salary deferral and the period for which the leave is requested.
 - c) The manner in which the deferral salary is to be held. The letter of application to enter into the plan will be appended to and form part of, the written agreement.
- e) **Deferral Plan**
The deferral portion of the plan shall involve an Employee spreading four (4) years salary over a five (5) year period or such other schedule as may be mutually agreed up by the employee and the Employer, in the case of the four (4) years salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferral salary will not be accessible to the employee until the year of the leave or upon collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.
- f) **Deferred Earnings**
The manner in which the deferred salary is held shall be at the discretion of the Employer. The employee will be made aware, in advance of having

to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

g) **Health and Welfare Benefits**

All benefits shall be kept whole during the deferral period of the plan.

Full Time Employees Only

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of the such plan will be borne by the employees. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of leave.

h) **Seniority and Service**

Full time only

During the year of the leave, seniority shall continue to accumulate. Service for the purpose of vacation and salary progression and benefits will be retained but will not accumulate during the period of the leave.

i) **Assignment on Return**

On return from leave, a participant will be assigned to his former position unless it is no longer available. In such case the employee will be given a comparable job, if possible, or the lay-off provisions will be applied.

j) **Withdrawal Rights**

i) A participant may withdraw from the plan at any time up to three (3) months prior to the commencement of the leave. Deferred salary and accrued interest will be returned to the participant within thirty (30) days of notice to withdraw is given.

ii) If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within thirty (30) days. In the event of death of a participant, such funds will be paid to the participants estate.

k) **Replacement Employee**

The Employer will attempt to find a temporary replacement employee as

far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Employer will have the option of considering a further postponement or collapsing the plan. The employee subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in this Article.

l) **Plan Year**

The year for the purposes of the plan shall be from September 1 of one year, to August 31, of the following year, or such other years as the parties may agree to.

m) **Status of Replacement Employee**

Only the original vacancy resulting from the absence due to pre-paid leave will be posted.

Employees in the bargaining unit at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

ARTICLE 15 - SICK LEAVE

NOTE: The provisions of Article 15, Sick Leave and Long Term Disability, apply to regular full-time employees only.

15.01 The Employer shall provide a short term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

Copies of the HOODIP brochure will be made available to employees upon request.

- 15.02 The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.
- 15.03 Any dispute which may arise concerning an employee's entitlement to short term or long term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this agreement.
- 15.04 The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

ARTICLE 16 - TRANSPORTATION ALLOWANCE

- 16.01 An employee shall be reimbursed for any out-of-pocket expenses incurred in the services of the Employer.
- 16.02 If an employee is required to use his or her car in the service of the Employer (s)he shall be reimbursed at thirty (30) cents per kilometre (\$.30) or the Hospital policy whichever is greater.
- 16.03 There will be a six month transitional period from time of notification to the employees that integrated schedules between campuses are in effect where the following conditions will be in effect.

If employees have previously received notification of integrated schedules between campuses, they will continue to receive the transitional mileage from the date of ratification for a 6 month period.

For the transitional period, the employer will pay mileage at the rate of \$0.34/ km to an employee if the employee is assigned a shift to a site that is not their home site. The mileage will apply only if the employee has to travel extra kilometres from their permanent residence to the new assigned work site.

ARTICLE 17 - DEFINITIONS

- 17.01 The words "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined in Article 1: Recognition.
- 17.02 a) A regular full-time employee is an employee who is regularly scheduled to work the normal full time hours referred in Article 22.

- b) Part-time employees are those employees who are regularly scheduled for work of up to 22.5 hours per week.
- c) Casual part-time employee is an employee who is not regularly scheduled to work but is called in on an as needed basis.

17.03 It is understood that provisions within this Agreement will apply to both regular full-time and regular part-time employees unless otherwise specified.

ARTICLE 18 - WAGES

18.01 Schedule "A" hereto attached, headed WAGES, is hereby made part of this agreement.

18.02 An employee will automatically progress from one step to the next in the salary range for his classification from the beginning of an employee's first anniversary date (date of hire) or last promotion date until reaching the maximum step.

ARTICLE 19 - VACATIONS

19.01 a) **Applicable Only To Full-Time employees.**

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 5/6th of a day per month for each completed month of service with pay in the amount of four percent (4%) of gross earnings.

All employees shall receive, at their regular rate of pay, ten (10) days of vacation after one (1) year of continuous service; fifteen (15) days of vacation after two (2) years of continuous service; twenty (20) days of vacation after five (5) years of continuous service; twenty-five (25) days of vacation after fifteen (15) years of continuous service; and, thirty (30) days vacation after twenty-two (22) years of continuous service. (*Twenty-two years = 30 days is effective for the vacation year 2004*).

An employee who has completed 30 years of continuous service shall be entitled to an additional five days vacation with pay (one time only).

Employees shall receive vacations based on length of continuous service from the date of hire.

Employees will submit requests for vacation prior to March 31st in each

year and approved vacations will be approved and posted by May 1st annually.

In the event of a conflict between employees, seniority from a combined full-time and part-time seniority list will apply for vacations requested prior to March 31st in each year.

Vacations after March 31st will be approved on a first come, first serve basis.

Where employees request vacation after March 31st for the same period of time, seniority will be the deciding factor.

- (i) With the consent of the Employer, unused vacation time from one vacation year may be carried over into the next year (only).
- (ii) If a statutory holiday falls within a vacation period, an additional day will be granted at a mutually agreed upon date.
- (iii) Where an employee's scheduled vacation is interrupted due to a serious illness or injury which commenced prior to and continuous into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (iv) Where an employee's scheduled vacation is interrupted due to serious illness or injury requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (v) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

19.02 Applicable to Regular Part-Time & Casual Employees.

All regular and casual part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary. Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked. All regular part-time employees shall be granted vacation days as a leave of absence without pay, on the same basis as Full-time as outlined in Article 19.01 a).

Employees will submit request for vacation prior to March 31st in each year and

approved vacations will be approved and posted by May 1st annually.

In the event of a conflict between employees, seniority from a combined full-time and part-time seniority list will apply for vacations requested prior to March 31st in each year.

Vacations requested after March 31st will be approved on a first come first serve basis.

Where employees request vacation after March 31st for the same period, seniority will be the deciding factor.

- 19.03 Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with the provisions outlined in this Collective Agreement.
- 19.04 Should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 Applicable To Regular Full-Time Employees

- (a) The following days are designated as Statutory Holidays:

New Years Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Heritage Day
Christmas Day	Boxing Day
Civic Holiday	Remembrance Day

- (b) The Collective Agreement shall provide twelve (12) statutory holidays with appropriate payment to all employees who have completed twenty (20) days worked with the Employer and fulfill their qualifying conditions as set out in this Article.

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

- a) legitimate illness or accident which commenced within a month of

- b) vacation granted by the Employer
 - c) the employee's regular scheduled day off
 - d) a paid leave of absence provided the employee is not otherwise compensated for the holiday
- (c) An employee entitled to statutory holiday pay herein mentioned shall not receive sick leave pay to which he may otherwise have been entitled.
- (d) When a Statutory Holiday falls on an employee's regular day off he shall be granted another day off in lieu.
- (e) Lieu days shall be taken at a mutually agreed time between the Alliance and the employee within sixty (60) days of earning the lieu day. Such agreement shall not be unreasonably withheld. If a mutually agreeable time cannot be accommodated, the employee will be paid out accordingly.
- f) An employee required to work on any of the statutory holidays shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday, subject to (20.03). In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times her regular standard hours of work.

20.02 Applicable To Part-Time Employees

An employee required to work on any of the statutory holidays shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to 20.03.

- 20.03 When the employee is required to work on a statutory holiday for which he is paid at the rate of time and one-half his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled shift for such employee) he shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

20.04 Applicable to Full-Time and Regular Part-Time

The Employer will endeavour to schedule not less than five (5) consecutive days off in conjunction with either Christmas or New Year's Day. This provision does not apply to employees working on units/departments that are not required to work on Christmas or New Year's Day.

Christmas will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's Day will include New Year's Eve Day and New Year's Day.

The normal scheduling provisions will be waived between December 15 and

January 15 in order to provide for Christmas and New Year's scheduling.

Where an employee requests not to be scheduled off five (5) consecutive days at Christmas or New Year's such employee is to put this request in writing to their supervisor.

ARTICLE 21- NO PYRAMIDING

Premium payment (including both overtime and statutory holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances, the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, on-call, call-in, or weekend premium.

ARTICLE 22 - HOURS OF WORK

22.01 There shall be no split tours.

Applicable to Full-Time and Regular Part-Time

The Employer will notify the Union of any permanent changes to hours of a shift and will meet to discuss if required by the Union.

22.02 **Daylight Saving Time & Standard Time Changes**

It is recognized that hours of work and payment thereof will be in accordance with Hospital Policy. It is understood that those who work the night shift on the designated Saturday in October or April will be paid for their actual hours worked during such shift at their regular rate of pay.

22.03 Work in excess of the normal hours of work as defined "under "22.06 a) & b) - Regular Full-Time Employees" shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess. Regular full time employees may opt for equivalent time off in lieu of pay for overtime. Where an employee opts to accumulate approved overtime hours (other than overtime hours related to statutory holidays), the maximum accumulation at any time shall not exceed an equivalent of three (3) days. Such time off shall be mutually agreed between the employee and the Employer within ninety (90) days of earning. If a mutually agreeable time cannot be accommodated, the employee will be paid out accordingly.

Note: This section is subject to other sections in this Article wherein those on extended tours or varying hours/shifts will have the formula for overtime and other premiums adjusted accordingly in accordance with the posted schedule

(expires March 1st, 1998).

22.04 Employees shall be entitled to one fifteen (15) minute paid rest period in each half of a normal shift.

22.05 **Applicable To Only Regular Full-Time Employees.**

- a) The normal work day for full-time employees shall consist of seven and one half (7 ½) hours excluding the meal period.
- b) The normal work week for full-time employees shall be thirty-seven and one half (37 ½) hours (excluding meal periods) which may be averaged over a two (2) week pay period.
- c) Shift schedules shall be posted at least two (2) weeks in advance to cover a four (4) week schedule period. It shall be the responsibility of the employee to consult the current work schedule before going off duty. Employees are expected to inform the Employer as soon as possible prior to starting time of their shift if they are unable to report for their scheduled shifts.
- d) Employees may request an exchange of scheduled shifts provided such requests are submitted 48 hours in advance of the shift being exchanged (unless it is an emergency situation), in writing, on the "Mutual Request Form" co-signed by the employees involved and approved by the immediate supervisor. Such exchange may not trigger any premium payments.
- e) Individual Request Forms for excused days off must be forwarded in advance of the schedule being posted.
- f) Where employees are required to rotate on the day, afternoon, and/or night shifts, the Employer will arrange shifts such that there will be a minimum of twelve (12) hours between an employee's scheduled shift. Failure to provide a minimum of twelve (12) hours as identified shall result in payment to any employee affected of one and one-half (1.5) times the employee's regular straight time hourly rate for the number of hours difference between the twelve (12) hours and the actual number of hours off.

Where the twelve (12) hour period is reduced as a result of an approved change of shifts requested by the employees (e.g. "d"), such premium payment shall not apply.

- g) Where an employee's schedule is changed by the Employer with less than forty-eight (48) hours notice, he shall receive time and one-half (1.5) of

her regular straight time hourly rate for all hours worked on her next shift.
(full time)

- h) The Employer may assign an employee to an alternative shift from time to time for the purposes of training development, re-orientation, or evaluation.
- i) The Employer will schedule every other weekend off for regular full time employees.

22.06 Applicable To Only Regular Part-Time Employees.

- a) The normal work day for part-time employees shall consist of seven and one half (7 ½) hours excluding meal period, provided that this does not constitute a guarantee as to the particular number of hours per day. A part-time employee may work a four (4) hour shift for call-in purposes on a voluntary basis.
- b) Shift schedules shall be posted two (2) weeks in advance to cover a four (4) week schedule period. A part-time employee prior to the posting of the work schedule shall be entitled to declare themselves unavailable for up to two (2) days per four (4) week scheduled period. Such days shall not be included in the equalization of hours. Request may be denied if sufficient staff are not available. It shall be the responsibility of the employee to consult the current work schedule before going off duty. Employees are expected to inform the Employer as soon as possible prior to starting time of their shift if they are unable to report for their scheduled shifts.
- c) Employees may request an exchange of scheduled shifts provided such requests are submitted 48 hours in advance of the shift being exchanged (unless it is an emergency situation), in writing, on the "Mutual Request Form" co-signed by the employees involved and approved by the immediate supervisor. Such exchange may not trigger any premium payments.
- d) Individual Request Forms for excused days off must be forwarded in advance of the schedule being posted.
- e) All available hours shall be equitably distributed by seniority among the regular part-time employees within the department when the schedule is posted providing those employees who perform the work have the requisite qualifications and abilities up to 22.5 hours after which any additional hours up to 22.5 hours may be offered to Temporary Part-time employees. All extra non posted hours will be offered in an equitable manner on the basis of seniority amongst the regular part-time employees

up to full-time hours within that classification and department provided that Temporary part-time employees within that classification and department have achieved 22.5 hours. Any additional hours will be offered then to Temporary part-time employees before allocating such hours to the casual part-time employees providing those employees who perform the work have the requisite qualifications and abilities.

- f) Where employees are required to rotate on the day, afternoon, and/or night shifts, the Employer will arrange shifts such that there will be a minimum of twelve (12) hours between the end of an employee's scheduled shift and the commencement an employee's next scheduled shift. Failure to provide a minimum of twelve (12) hours as identified shall result in payment to any employee affected of one and one-half (1.5) times the employee's regular straight time hourly rate for the number of hours difference between the twelve (12) hours and the actual number of hours off.

Where the twelve (12) hour period is reduced as a result of an approved change of shifts requested by the employees (e.g. "c"), such premium payment shall not apply.

- g) Where a regular part-time employee's scheduled shift is canceled by the Employer, with less than 12 hours notice, she shall receive time and one half (1 1/2) of her regular straight time hourly rate for all hours worked on her next shift.
- h) The Employer may assign an employee to an alternative shift from time to time for the purposes of training development, re-orientation, or evaluation.
- i) The Employer will endeavour to schedule at least one (1) weekend off in two (2). The Employer will schedule two (2) weekends off in four (4).
- j) All employees must be available for all tours of duty unless they have an approved commitment for a permanent shift.

ARTICLE 23 - PART-TIME EMPLOYEES

23.01 Part-time employees shall accumulate seniority on the basis of number of hours worked, to a maximum of the defined number of hours for full time employees.

23.02 Part-time employees shall be paid at an hourly rate of pay equal to that of full time employees.

23.03 The rate of overtime pay for part time employees shall be the same as that for full time employees for hours in excess of thirty seven and one-half (37.5) hours per week or seven and one half (7.5) hours per day.

23.04 **Part-Time Employees & Pay In Lieu**

Regular part-time and casual part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer, as part of direct compensation or otherwise including holiday pay, save and except salary, vacation pay, on-call and call-in pay, jury and witness duty, bereavement leave, and pregnancy supplemental unemployment benefits) an amount equal to 13% percent of her regular straight time hourly rate for all straight time hours paid. For part-time members who are part of the Employer's pension plan, the percentage in lieu of fringe benefits is 9% percent.

ARTICLE 24 - ON-CALL AND CALL-IN

24.01 **On-Call**

An employee required to be on-call or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of on-call time. Hours worked for call-back shall be deducted from hours for which the employee receives on-call pay.

24.02 **Call-In**

Note Article applicable to full time and regular part time employees only.

An employee who is called in to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than three (3) hours pay at time and one-half his regular straight time hourly rate for work performed on each call-in. In the event that such three (3) hour period overlaps and extends into his regular shift, he will receive the three (3) hour guarantee payment at time and one half (1 1/2) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on on-call arrangement with the Employer.

Note: For Part-Time Employees.

For the purpose of clarification, the above call-in article does not apply to rescheduled hours of work. This article does not apply where the employee elects to work additional unscheduled hours made available by the Employer.

ARTICLE 25 - PREMIUMS

25.01 **Shift Premium**

A differential of one dollar (\$1.00) per hour for each hour worked, effective the

first day of the pay period in which agreement is ratified, shall be paid to employees working the afternoon or night shift. An afternoon or night shift is defined as being one where fifty percent (50%) or more of the hours worked fall between 1500 hours and 0700 hours.

25.02 Weekend Premium

An employee shall be paid a weekend premium of one dollar and thirty-five cents per hour (\$1.35) for each hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 26 - MISCELLANEOUS

26.01 Contracting Out

The Employer shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any bargaining unit employee occurs. This clause will not apply in circumstances where the Employer no longer provides particular services as a result of the rationalization or sharing of services between Hospitals in a particular geographic district, or as a result of the withdrawal of the Hospital's license to perform such services.

26.02 Responsibility Pay

Whenever an employee is assigned overall responsibility for a tour of duty of the unit/department with additional responsibility to direct, delegate or oversee work of other employees within their department they shall be compensated \$1.00 per hour in addition to her regular rate of pay.

26.03 Work of the Bargaining Unit

Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the lay-off, loss of seniority or service reduction in benefits/hours to members in the bargaining unit.

26.04 Extended Tours (Wording To Be Implemented By March 1, 1998)

Where the Employer and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below.

**MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR
ARRANGEMENTS**

MEMORANDUM OF AGREEMENT

Between: The Chatham-Kent Health Alliance

And: The Ontario Public Service Employees Union
(and its Local 132)

This Model Agreement shall be part of the Collective Agreement between the parties herein and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered).

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be _____ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate).
- 2.3 Failure to provide (_____) hours between the commencement of an employee's scheduled shifts and the commencements of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the (_____) hour period.

Where the (_____) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 of the Collective Agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over _____ weeks.

Article 4 - Rest Periods

- 4.01 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

Article 5 - Meal Periods

5.01 (The length of the meal period to be determined locally).

Article 6 - Sick Leave and Long Term Disability

(Applicable to Full time Employees Only)

6.01 The short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

Article 7 - Sick Leave and Long Term Disability

(Applicable to Full time Employees Only)

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 18.01 (a).

7.02 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those Hospitals which have a standard work day of less than seven and one-half (7 1/2) hours in which case holiday pay will be based on the standard daily hours in that Hospital.

Article 8 - Vacation

8.01 Vacation entitlement as set out in Article 26.01(a) will be converted to hours on the basis of the employee's normal work week.

Article 9 - Local Provisions

(Local provisions related to extended tours are to be set out in this Article and numbered in sequence).

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above-specified term.

Dated this _____ day of _____, 200_____.

For the Union

For the Employer

26.05 **Modified Work**

Where the Employer and the Union agree, the Employer may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed may, where agreed be varied. The specific terms of the program will be signed by the Employer and the Union.

26.06 **Innovative/Flexible Scheduling**

Where the Employer and the Union agree, arrangements regarding innovative scheduling/flexible scheduling may be entered into between the parties on a local level. The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: Chatham-Kent Health Alliance

And: Ontario Public Service Employees Union
(and its Local 132)

This model agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 – Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 – Hours of Work

(Scheduling arrangement to be set out in this Article.)

Article 3 – Agreed variation from the Collective Agreement

(Collective Agreement provisions to be varied).

Article 4 – Rest Periods

- 4.01 a) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.

Article 5 – Meal Periods

5.01 (The length of the meal period to be determined locally.)

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above specified term.

26.07 **Job Sharing**

(Any job sharing agreement will encompass all of the following principles)

Job Sharing is defined as an arrangement whereby two employees share the hours of work of one full time position on a 50/50 basis. Subject to the provisions of Article 12, the position involved in the job sharing arrangement will be maintained as a full time position in the Employer's staffing complement.

Where the Employer and the Union agree to a job sharing arrangement, the introduction and discontinuance of such job sharing arrangement will be determined locally. In preparing discontinuance language, the parties shall make provisions for a full time employee who has transferred to a regular part time position as part of a job sharing arrangement to have the first option of returning to that full time position in the collapse of the arrangement. The employees involved in a job sharing arrangement will be classified as regular part time and will be covered by the provisions of the applicable Collective Agreement.

A full time employee who transfers to a regular part time position under the job sharing arrangement, or subsequently returns to a full time position immediately upon the discontinuance of a job sharing arrangement, will for the purposes of this arrangement, transfer service based on one (1) year of full time service equaling 1,950 hours worked.

1. Total hours worked by the job sharers equal one (1) full time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees the Employer and the Union.
2. The job sharing employees shall be integrated into the normal statutory holiday schedule.
3. Should the staffing situation become critically low, the job sharing employees may be asked to work an extra day or days until the situation

improves.

4. Each member of the job sharing position shall be entitled to twenty (20) days unpaid vacation as agreed by the Employer and the job sharing employees.
5. The job sharing position shall be reviewed by the Union, Department Head and each employee on request.
6. In the event of a statutory holiday interrupting the week schedule, the number of days worked shall be divided evenly between both employees, excluding scheduled weekend days.
7. Where the job sharing arrangement arises out of filling of a vacant full time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
8. An incumbent full time employee wishing to share his/her position, may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
9. If one of the job sharers leaves the arrangement, his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position. The remaining employee will have the option of continuing the full time position or reverting to a part time position. If he does not continue full time, the position must be posted in accordance to the Collective Agreement.
10. Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
11. Job sharers are not required to cover their partners during sick leave, vacation or leave of absence, unless mutually agreed otherwise. Job sharers are not responsible for arranging coverage for their position during an absence.
12. The employer undertakes to notify the President of the Union of all job sharing arrangements.

26.08 **Hepatitis B Vaccine**

The Employer will provide each employee at no cost to the employee, a Hepatitis B Vaccine.

ARTICLE 27 - WORKING CONDITIONS

- 27.01 New employees shall be given orientation training during their first week on staff. The orientation training shall include a copy of the job description, familiarization with the goals of the Employer, the workplace, the clients, staff and programs, emergency procedures and any specialized information necessary for performance of the job. In addition, the Employer agrees to arrange for a fifteen (15) minute interview between each new employee and the appropriate Unit Steward on Company time.
- 27.02 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 training, with due consideration being given to the employee's previous background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The Employer will assume the cost of tuition. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.
- 27.03 In the event a pregnant employee is assigned to a shift (or location) requiring the performance of duties which may be hazardous, she may request and be granted transfer to an alternate shift (or location) for the duration of her pregnancy.
- 27.04 Where a department has a master schedule such schedule shall not be altered or changed unless a minimum of four (4) weeks' notice is given to employees working under the schedule.

ARTICLE 28 - GENERAL

28.01 **Personnel Files**

- a) Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- b) An employee may submit in writing and request access to his file for the purposes of reviewing any evaluations or formal disciplinary notations

contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at his request.

c) **Changes in Classification**

i) When a new classification is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to establish a mutually satisfactory rate. If the parties are unable to agree on a rate, the dispute may be submitted to Arbitration. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the other classifications in the bargaining unit.

ii) When the Employer makes a substantial change in the job content of an existing classification, the Employer agrees to meet with the Union and permit the Union to make representation with respect to the appropriate rate of pay. Likewise, if the parties are unable to come to an agreement, the matter may be referred to arbitration.

28.02 Where the masculine gender is used in this Agreement it shall be deemed to include the feminine gender.

ARTICLE 29 - BENEFITS

Note: Article Is Applicable To Only Regular Full-Time Employees.

29.01 The Employer agrees, during the term of the Agreement, to contribute towards the premium coverage for participating eligible regular full-time employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including enrollment requirements.

a) **Semi-Private Hospital Insurance**

The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under coverage comparable to the Blue Cross Semi-Private Plan.

b) **Extended Health Care**

The Employer shall contribute seventy-five percent (75%) of the billed premium towards coverage for eligible employees in the active employ of the Employer comparable to the Blue Cross Extended Health Care Plan providing for fifteen dollars (\$15.00) single and twenty-five (\$25.00) family deductible, providing the balance of monthly premiums are paid by

the employee through payroll deductions. In addition, to the standard benefits, coverage will include vision care (maximum \$200.00 every 24 months per person, effective January 1, 2004) and eye exam coverage up to a maximum of \$80.00 once in every two (2) year period as well as a hearing aid allowance lifetime maximum \$500.00 per person

c) **Group Life Insurance**

The Employer shall contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP or other equivalent group life insurance plan in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

d) **Dental**

The Employer shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based upon the ODA fee schedule one (1) year behind current, effective April 1, 2000, and implemented the month following ratification or an Arbitration Boards decision) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

29.02 **Change of Carrier**

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

29.03 **Hospitals Of Ontario Pension Plan**

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

29.04 Employees who are on a layoff shall have the option to participate in their EHC/Dental Plan, at their request, with the Hospital for a maximum period of three consecutive calendar months following the date of layoff, provided the employee pays 100% of the monthly billed premium.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be in effect from April 1, 2005 to March 31, 2007, and shall continue in effect from year to year thereafter unless either party gives the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

SIGNED at Chatham, this 16 day of January, 2006

FOR THE UNION

Barbara Rousseau
V. Vanchkar
A. Henderson
H. Peace
Elisabeth Bach-Hitchcock

FOR THE EMPLOYER

[Signature]
Karen Hommes
Linda Abiven
[Signature]
Deanna Ellis

LETTER OF AGREEMENT

Letter #1: Levelling

The parties agree to discontinue the practice of "Levelling". No new employees will be added to leveling bank, effective the end of the pay period following the date of ratification. Those that have balances owing to them will be paid out on the next pay. The Alliance will advise employees with balances owed to the Alliance and will recover the balances and those in excess of 7.5 hours will be recovered at the rate of 7.5 hours per month until the balance is eliminated.

LETTER OF AGREEMENT

Letter #2: Summer Student Classification

- 1) Summer Students may be hired solely for the purposes of providing vacation relief for employees during the summer months after part time employees have been offered the first opportunity to these hours.
- 2) Summer is defined as the period from May 15th to September 15th.
- 3) Rate of Pay will be in accordance with Schedule "A" Wages at \$9.00 per hour.

SCHEDULE "A": WAGES

This is Schedule "A" as referred to in the Collective Agreement and sets forth only the rates of pay.

GRID ONE - Classification						
Buyer						
Financial Analyst						
MIS Analyst						
	Date	Start	Step 1	Step 2	Step 3	Step 4
	Apr 1/04	22.09	22.54	23.00	23.47	23.95
3.00%	Apr 1/05	22.75	23.22	23.69	24.17	24.67
3.00%	Apr 1/06	23.43	23.91	24.40	24.90	25.41
GRID TWO - Classification						
Executive Secretary; Statistical Secretary						
MHC						
Rights Advisor Coordinator						
	Apr 1/04	17.41	17.78	18.19	18.65	19.10
3.00%	Apr 1/05	17.93	18.31	18.73	19.21	19.67
3.00%	Apr 1/06	18.47	18.86	19.29	19.78	20.26
GRID THREE - Classification						
Medical Dicta Typist, Secretary MHC						
Program Secretary – Med						
Program Secretary – Surg						
Program Secretary – Rehab						
Program Secretary-ER/W&C						
Volunteer Resource Officer						
Organizational Development Assist						
Secretary HEC						
3.00%	Apr 1/04	17.77	18.11	18.48	18.87	
3.00%	Apr 1/05	18.30	18.65	19.03	19.44	
3.00%	Apr 1/06	18.85	19.21	19.61	20.02	
GRID FOUR - Classification						
Materials Management Clerk						
3.00%	Apr 1/04	17.73	18.08	18.44	18.84	
3.00%	Apr 1/05	18.26	18.62	18.99	19.41	
3.00%	Apr 1/06	18.81	19.18	19.56	19.99	

GRID FIVE - Classification

Registration Clerk

Scheduling Clerk

Secretary, Dictatypist, Pre Admin Clerk

Secretary-OBSP

Secretary/Receptionist ED

Accounting Cashier, Clerk Typist, Health

Records Clerk, Accounts Receivables Clerk

Occ Health & Safety Secretary

Secretary – Engineering

Help Desk, Secretary Education

Receptionist/Clerk OH&S & Org Dev

DI Clerk

3.00%	Apr 1/04	17.01	17.27	17.53	17.79	
3.00%	Apr 1/05	17.52	17.79	18.06	18.32	
3.00%	Apr 1/06	18.04	18.32	18.60	18.87	

GRID SIX - Classification

Summer Student						
		9.00				

Appendix "A"

Note: **1. Part-time employees will accumulate service for purposes of progression on the salary grid (step increase) on the basis of one year of service for each 1650 hours worked