

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**GREY BRUCE HEALTH SERVICES**

**("THE EMPLOYER")**

**AND**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**("THE UNION")**

**FULL AND PART-TIME COMBINED CLERICAL BARGAINING UNIT**

**EXPIRY DATE: SEPTEMBER 30, 2006**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 - Preamble**

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

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

### **1.02 - Feminine/Masculine Pronouns**

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

### **1.03 - Recognition**

In accordance with the certificate issued by the Ontario Labour Relations Board, dated April 6, 1999, the Employer recognises the Ontario Public Service Employees Union as the bargaining agent of all the employees of the Grey Bruce Health Services save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and registered nursing staff, under-graduate nurses, employees in the Paramedical Bargaining Unit and employees in the Service Bargaining Unit.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 - Full-time Employees**

A "full-time" employee is an employee who works in excess of 24 regular and continuing hours per week.

### **2.02 - Regular Part-Time Employees**

A "regular" part-time employee is one who makes a written commitment to the Employer to be available on a predetermined basis as required and determined by the Employer and who works not more than 24 regular and continuing hours per week.

### **2.03 - Casual Employees**

A "casual" employee is one who is employed on a relief or replacement basis and is available for call-ins as circumstances demand.

A cost centred employee has a primary home department or unit. Employees can only hold one cost centre.

Regular part-time and casual employees may work in additional departments or units and will be considered casual non cost-centred employees in those areas.

#### 2.04 - Students

A "student" is an employee who is hired to work on a relief or replacement basis for call-ins as circumstances demand and who is attending an educational institution on a full-time basis during the regular school year.

#### 2.05 - Temporary Employees

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

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

For greater clarity the parties are agreed that temporary employees are not credited with any seniority until they obtain a "permanent" position with GBHS. Once a temporary employee is successful in bidding on a posted permanent position and subsequently passes the probationary period, she will be credited with seniority back to the commencement of her most recent continuous unbroken date of hire immediately preceding her attainment of permanent status. The Employer, at its discretion, may waive all or a portion of the probationary period for temporary employees who attain permanent status.

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

### **ARTICLE 3 - RELATIONSHIP**

#### 3.01 - No Discrimination



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

Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with The Ontario Human Rights Code. The union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer or to her adverse impact for innocent absenteeism.

### 3.02 - Access to Premises

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

### 3.03 - Union Dues

The Employer agrees to deduct Union dues from the earnings of each employee defined in Article 2 of the Agreement effective the first pay period following date of hire. These dues shall be remitted to OPSEU Head Office in North York, attention the Director of Finance, not later than the fifteenth of the month following the month in which the deduction was made, accompanied by a list of names of those from whom the dues have been deducted.

The Union must advise the Employer in writing of the amount of its dues for employees covered by this Article. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorised officials of the union.

The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

### 3.04 - Notification to Union

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

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer or other adverse impact for innocent absenteeism.

### 3.05 - Notification of Newly Hired Employees

The employer will advise the president of the Union in writing of all newly hired employees and employees transferred into the bargaining unit within five (5) days.

### 3.06 - Membership Information

The Hospital will provide the Union with a list of addresses for the membership every April 1<sup>st</sup> unless an employee notifies the Employer in writing that he/she does not wish that his/her address be made known to the Union. It is agreed that the Union will pay the initial set-up cost (estimated to be between-\$200 - \$400). In addition, the cost of producing said list each year will be paid by the Union.

### 3.07 - New Employee Information

On commencing employment, a new employee shall be given a copy of the Collective Agreement by the Hospital. A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representation of the Union and the Collective Agreement.

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

### 3.08 - T4 Slips

The Hospital further agrees to indicate the total amount of dues paid by each employee on the income tax (T-4) slip.

### 3.09 - No Other Agreements

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

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

## **ARTICLE 4 - STRIKES & LOCKOUTS**

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

## **ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive function of the Employer, subject to the terms of this Agreement:

- to manage and direct its operations and affairs in all respects and without limiting or restricting that function except that the exercise by the Employer of its rights and functions shall not be contrary to the express provisions of any other Article of this Agreement;
- to maintain order, discipline, and efficiency;
- to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary in the interests of the safety and well being of the Hospital's patients, and the public;
- to make, alter and enforce reasonable rules and regulations to be observed by the employees and not otherwise contrary to this Agreement; however, such rules shall not be discriminatory and shall be made available to the employee or the Union Representative upon request made to the Supervisor. The Hospital will provide the Union with a copy of any written Personnel policy changes pertaining to employees covered under this agreement;
- to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge employees, to increase or decrease the working forces and hours, providing that a claim of improper classification or claim of discriminatory promotion, demotion, transfer, discipline, or suspension and /or a claim by an employee who has completed his probationary period that he has been discharged without reasonable cause, may become subject of a grievance and be dealt with as hereinafter provided.

The Employer agrees that the above rights shall not be exercised in a manner that is inconsistent with the terms of this Collective Agreement.

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

### **6.01 - Labour-Management Committee**

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

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

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

The Local Union will be represented at the Labour Management Committee by the Local 260 President (or designate), the five (5) Site Vice-Presidents (or designates), and one (1) additional Local Union representative (or designate) from any bargaining unit not represented by those elected to the office of President or Site Vice-President.

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

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

It is also agreed that the topic of the utilisation of full-time and part-time staff is an appropriate topic for Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

#### 6.02 - Negotiating Committee

The Hospital agrees to recognise a Negotiating Committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Negotiating Committee will consist of not more than six (6) employees. There shall not be more than one (1) employee on the Union Negotiating Committee from any one department at each work site. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Ontario Public Service Employees Union (OPSEU) when negotiating with the Hospital.

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

### 6.03 - Union Stewards

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

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

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments. The Hospital agrees to recognise up to twenty (20) shop stewards within the Office and Clerical Bargaining unit across all GBHS work sites.

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

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

It is understood that the number of stewards to be absent from their workstations shall not exceed one (1) steward per department at each work site at any one time. The "departments" within in GBHS for purposes of this Article shall be as set out in Article 12.

### 6.04 - Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select an Office and Clerical Bargaining Unit Grievance Committee, which shall be comprised of not more than two members from within the Office and Clerical unit. This Office and Clerical Bargaining Unit Committee shall deal with grievances which affect one (1) or more members of the Office and Clerical Unit only.

The Employer also acknowledges the right of the Union to appoint or otherwise select a Cross-Bargaining Unit Grievance Committee, which shall be comprised of not more than four (4) GBHS employees. It is understood that the Local 260 President will be a member of this Committee joined by one (1) steward from each of the three (3) bargaining units. This Cross-Bargaining Unit Committee shall deal with grievances

which affect members from two (2) or more bargaining units.

A staff representative of the Union may be present at any meeting of the Committees.

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

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

#### 6:05 - Assistance of the Union

The Union shall have the right to have the assistance of a representative of OPSEU who may have access to the Hospital premises upon obtaining approval of the **Corporate** Director of Human Resources (or designate).

#### 6.06 – Hospital Committees

When an employee is required by the Hospital to participate on a Hospital Committee said employee will be paid straight time for hourly wages and benefits and will continue to accrue seniority and service for all time required for said Committee.

An employee who chooses to maintain a position on a Hospital Committee will be paid for hourly wages and benefits and accrue seniority and service for said hours when the Committee sits during said employee's regular scheduled shift only. Volunteer Committee membership is at the discretion of the employee's Manager. Such permission will not be unreasonably withheld.

### **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### 7.01 - Definition

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

#### 7.02 - Right to Representation

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

### 7.03 - Grievance Process

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate non-bargaining unit supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate non-bargaining unit supervisor's decision in the following manner and sequence:

#### Step No. 1

The employee may submit a written grievance signed by the employee to his Departmental Manager in the case of the Owen Sound work site or the Site Director in the case of the other work sites. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Departmental Manager or Site Director will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

#### Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to the Director of Human Resources, who will have a meeting arranged with the Union Grievance Committee to discuss the grievance within nine (9) calendar days unless extended by agreement of the parties. The Director of Human Resources will provide a written response within nine (9) calendar days following the meeting.

### 7.04 - Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee, which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

### 7.05 - Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying

each employee who is grieving to the Director of Human Resources or her designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 7.06 - Discharge/Suspension Grievances

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee, who has completed his probationary period, that he has been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within nine (9) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

1. confirming the Hospital's action in dismissing the employee; or
2. reinstating the employee with or without full compensation for the time lost; or
3. by any other arrangement which may be deemed just and equitable

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

#### 7.07 - Mediation

At the request of either party a discussion concerning the possibility of using mediation to resolve grievances left unresolved at Step No. 2 may take place. The parties may agree to extend time limits for referral to arbitration in order to facilitate this discussion.

#### 7.08 - Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

#### 7.09 - Designation of Arbitrator



Except as otherwise agreed between the parties, no person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

#### 7.10 - Binding Nature of Agreements

All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

#### 7.11 - Process to Arbitrate

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

#### 7.12 - Eligibility for Arbitration

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

#### 7.13 - Limitations of Arbitration Board

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

#### 7.14 - Binding Nature of Arbitration Decision

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

#### 7.15 - Distribution of Expenses

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

#### 7.16 - Grievance Abandonment

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

#### 7.17 - Arbitration Board vs. Single Arbitrator

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.

#### 7.18 - OPSEU Representative Assistance

The Union shall have the right to have the assistance of a representative of the Ontario Public Service Employees Union (OPSEU) who may have access to Hospital premises.

### **ARTICLE 8 - ACCESS TO FILES**

#### 8.01 - Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing anything contained therein, in the presence of a member of the Human Resources Department, in the case of the Owen Sound work site, or the Site Director or designate, in the case of the other work sites. An employee has the right to request copies of anything in this file.

#### 8.02 - Clearing of the Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one "working year". Any leaves of absences exceeding 30 calendar days within the above one "working year" would extend the one year by a period of time equal to the length of that leave.

### **ARTICLE 9 - SENIORITY AND SERVICE**

#### 9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon

completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

## 9.02 - Definition of Seniority and Service

### 1. Seniority

Seniority is based upon the length of unbroken continuous service with the Employer and is used to determine "relative rights" between employees on such matters as job openings, and layoff/recall rights. Seniority accumulation may be interrupted during periods of unpaid leaves-of-absence as set out in the "Effect of Absence" clause 9.04 below and summarised in Chart 1 (attached as Appendix A).

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

Part-time employees, including casual employees, will accumulate seniority on the basis of hours worked in the bargaining unit as of the last date of hire, except as otherwise provided in this Agreement. The maximum number of seniority hours a part-time employee can accumulate is 1725 hours per calendar year.

Unless otherwise provided for in this Agreement seniority will operate on a bargaining unit wide basis.

### 2. Service

Service is based upon the length of unbroken continuous service with the Employer and is used to determine individual compensation-related matters such as movement through wage and vacation grids. Service accumulation may be interrupted during periods of unpaid leaves-of-absence as set out in the "Effect of Absence" clause 9.04 below, and summarised in Chart 1 (attached as Appendix A).

Since "Seniority" and "Service" accumulation rules are different under article 9.04, the amount of *seniority* an employee has at any given time may be different than the amount of *service* that same employee has accumulated up to the same point in time.

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

Part-time employees, including casual employees, will accumulate service on the basis of hours worked in the bargaining unit as of the last date of hire, except as otherwise provided in this Agreement. There is no cap on service accrual for part-time employee during a calendar year.

### 3. Seniority List

#### a. Status

It is agreed that employees will have full-time status on the full and part-time seniority list if they work more than 24 regular and continuing hours per week in a single position.

It is agreed that employees will have *part-time status* on the full and part-time seniority list if they work twenty-four (24) regular and continuing hours of work per week or less in a single position. If an employee works more than twenty-four (24) regular and continuing hours per week in more than one part-time position, that employee shall be treated as a part-time employee for seniority purposes and therefore accumulates seniority as a part-time employee in each position.

#### b. Posting of the Seniority List

A hospital-wide seniority list covering both full and part-time employees within the Clerical unit shall be prepared by the Hospital prior to the end of January and July of each year, and posted in locations where they will be accessible to all members of the Union. **The Hospital will provide the bargaining unit President with a confidential draft of the seniority list for their review and validation prior to posting.** Copies of this seniority list shall be mailed to the Union's Regional Office as soon as they are posted as well as being provided directly to the Site Vice-President and the Chief Steward.

If an employee does not challenge her/his position on the seniority list within the first thirty (30) calendar days from the date the list was posted or within five (5) calendar days from the date of return to work, having been off when the list was posted, then the employee shall be deemed to have proper seniority standing. It is agreed that following the appeal period for the first post-representation vote seniority list, disputes regarding seniority shall be limited to the proper amount of seniority accruing since the last seniority list was posted.

#### c. Updating of List Prior To Next Posting

Notwithstanding the above, should the Hospital find it necessary to provide notice of layoff under article 9.08 to any member of the bargaining unit, the Hospital agrees that prior to taking any such action it will update the seniority

of all employees receiving such notice, as well as all employees below them on both seniority lists, to end of pay period closest to the end of the month prior to the month in which the notice is to be served. Such updated list shall be made available to all affected employees and copies provided to the Site Vice-President and the Chief Steward.

With respect to job postings, the Hospital agrees to update the seniority of all qualified employees applying for a posted vacancy whose seniority was within 500 hours of any other qualified applicant on the last posted seniority list. The updated seniority calculation shall be as of the end of the pay period closest to the posting date of the vacant position and a list of the updated seniority calculations shall be provided to any of the job applicants, the Site Vice-President and the Chief Steward, upon request.

### 9.03 - Loss of Seniority

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

1. resigns;
2. is discharged and not reinstated through the grievance/arbitration procedure;
3. is retired;
4. is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
5. has been laid off for twenty-four (24) months;
6. if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
7. hasn't accepted the offer of at least one (1) shift in the previous twelve (12) consecutive calendar months

### 9.04 - Effect of Absence

(See also Chart 1 (attached as Appendix A) summarising the effect of various kinds of leaves-of absence on the accumulation of seniority and service)

(1), (2) and (3) of the following clause are applicable to full-time employees only)

Unless otherwise provided in the Collective Agreement:

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

2. During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidised employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.
3. It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall continue to accrue if an employee's absence is due to a disability resulting in WSIB or LTD benefits, or if an employee's unpaid absence is due to an illness.
4. Part-time employees shall accrue seniority if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.
5. Part-time employees shall accrue *service* for fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

## 9.05 - Job Postings

### 1. Permanent Positions

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

The postings will stipulate the qualifications, number of positions, location (department, unit area, and/or worksite), shift, classification, rate of pay and a copy shall be provided to the Union.

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

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

If an employee is required to attend an interview during regularly scheduled working hours, the employee shall suffer no loss of earnings from regularly scheduled hours as a result of attending the interview.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days. Wherever possible, the Hospital will endeavour to start the successful applicant in the position not later than thirty (30) days following his/her selection.

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

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job.

Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed. A voluntary return will only be permitted once in a two-year period with respect to the same position.

It is agreed that successful applicants to the job bidding procedure will not be permitted to apply for any other posted job vacancy for a period of six months, except in the case of promotion to a higher classification. This includes such employees who have been granted a trial period and prove unsatisfactory, or are dissatisfied with the new position and return to their former classification.

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

**When an existing employee of Grey Bruce Health Services is making a lateral move within the same classification there will be no testing.**

## 2. Temporary Positions/Assignments

The Hospital may fill, at its own discretion, vacancies caused by:

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- a) illness;
- b) accident;
- c) pregnancy and parental leaves;
- d) leaves -of-absence;
- e) vacation;
- f) specific tasks of a non-recurring kind

When the Hospital decides to fill a temporary part-time or full-time vacancy, which is not expected to exceed three (3) months, it may do so by allocating the hours to one or more employees, but, in doing so, it shall first offer such hours to part-time employees from within the department or unit at the work site before offering the hours to other employees. Every reasonable effort shall be made to distribute such hours in a fair and equitable manner using a rotational roster.

**When the Hospital decides to fill a temporary part-time or full-time vacancy, which is expected to exceed three (3) months, such opportunity will be communicated in writing within the department where the vacancy exists. Employees from within the *department* may express their interest in such opportunities in writing to the manager.**

**In the event that two (2) or more employees who have expressed an interest are relatively equal to perform the required work in terms of skill, qualification, and ability, seniority shall be the deciding factor. First preference will be given to the most senior qualified employee from the department at the work site where the vacancy exists.**

#### 9.06 - Transfer and Seniority Outside of the Bargaining Unit

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



### 9.07 - Transfer of Seniority and Service

Effective date of ratification (June 17, 2002), for application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans and wage progression:

1. an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service based on one (1) year equalling 1725 hours;
2. an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked
3. The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred. A voluntary return will only be permitted once in a two year period with respect to the same position.

### 9.08 - Notice and Redeployment Committee

#### 1. Notice

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

- a. provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of job; and
- b. provide to the affected employee(s), including those who may be consequentially affected by the initial layoffs, no less than five (5) months' written notice of layoff, or pay in lieu thereof

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in 9.08(1) above shall be considered notice to the Union of any subsequent layoff.

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

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

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

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

### 3. Redeployment Committee

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

### 4. Committee Mandate

The mandate of the Redeployment Committee is to:

- a) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- b) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - i. within the bargaining unit; or

- ii.* within another OPSEU bargaining unit; or
  - iii.* not covered by a collective agreement.
- c) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- d) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- e) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.

## 5. Committee Composition

1. The Redeployment Committee shall be comprised of the same representatives of the parties who sit on the Labour/Management Committee.

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

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

### 2. Disclosure

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

### 3. Alternatives

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

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

### 9.09 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(1)(b), and whose position has been directly impacted by the proposed restructuring may:

1. accept the layoff; or
2. opt to receive a separation allowance as outlined in Article 9.12; or
3. opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.04; or
4. displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08

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

5. Employees who are consequentially affected by the displacement decision of another employee will receive a secondary notification in writing stating that if and when they are displaced by another employee they would, at that time, be entitled to select an option as identified in 9.09 (a) through (d) above. The five (5) month notice period triggered by the receipt of notice in Article 9.08 continues to apply.

As soon as an employee who has received a secondary notice can no longer be displaced by another employee on notice, the Employer shall provide that employee with a written confirmation that the original notice served by the Employer has been rescinded. This written confirmation shall also confirm that any future layoff activity affecting that employee would be the result of a new five (5) month notice being subsequently issued.

#### Notes:

- a. An employee must have first exhausted her right to displace another employee in the same classification in the same status at the same work site before exercising any other displacement rights under (d) above.

- b. For purposes of the operation of article (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.
- c. the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within **fifteen percent (15%)** of the laid-off employee's straight-time hourly rate.
- d. **When a layoff occurs and an employee accepts a casual position in the affected unit, their status has been deemed changed and has satisfied the layoff process (except as provided in recall rights (b))**

#### 6. Layoff of Other Than Permanent or Long-term Nature

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above. It is agreed that an employee who has had a shift cancelled, shall not be entitled to displace another employee.

#### 7. Recall Rights

- a. An employee shall have opportunity of recall from a layoff to an available opening in his/her former status, in order of seniority, provided he or she has the ability to perform the work after such opening is filled on a regular basis under a job posting procedure.
- b. An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- c. An employee, who is qualified to receive severance pay, may elect to defer receipt of severance payment while his or her recall rights are still in effect. Once an employee does opt to

receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

- d. **The Hospital agrees to post vacancies during the recall period, as per the job posting procedure (Article 9.05), allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have the opportunity of recall from a layoff to an available opening in his/her former status, in order of seniority, provided he or she has the ability to perform the work.**
- e. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- f. The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

**The employee will have seven (7) calendar days to respond upon the receipt of the registered letter.**

- g. Employees on layoff shall be given preference for temporary vacancies in their former status which are expected to exceed sixty (60) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff, without prejudice to recall rights during the remainder of the recall period.

#### 8. Ability to Perform the Work and Displacement/Recall Rights

In determining the ability of an employee to perform the work for the purposes of the paragraphs 4) to 7) above, the Hospital shall not act in an arbitrary or unfair manner.

#### 9. Splitting of Full-time Positions Into Part-time Pieces

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.

## 10. Benefits While On Notice of Layoff

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

### 9.10 - Benefits on Layoff

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

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

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

### 9.11 - Retraining

#### 1. Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(5):

- a. Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of OPSEU bargaining units may be offered by the Hospital in its discretion.
- b. The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and

Adjustment Panel (HTAP) or any other equivalent source of support to cover the cost of tuition, books and any travel.

- c. Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- d. Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

## 2. Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11(1)(a).

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

### 9.12 - Separation Allowances

1. Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(11)(b) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
2. Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(1)(b) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

### 9.13 - Technological Change

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



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

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

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

## **ARTICLE 10 - CONTRACTING OUT**

### 10.01 - Contracting Out

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

### 10.02 - Contracting Out

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

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

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

### 10.03 - Contracting In

Further to Article 9.08(5) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 - Work of the Bargaining Unit**

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

### **11.02 - Volunteers**

#### **Owen Sound Site**

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of December 31, 1992.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 30, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed, **for the current month.**

#### **All Other Sites**

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of January 1, 2000.

Effective January 1, 2000, the Hospital shall submit to the Union figures indicating the number of volunteers as of January 1, 2000. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed, **for the current month.**

## **ARTICLE 12 - LEAVES OF ABSENCE**

### 12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

In the case of unpaid approved absences in excess of thirty calendar days, an employee may arrange with the Employer to prepay the full premium, including the Employer's share, of the subsidised employee benefits for the entire period of the leave to ensure coverage.

### 12.02 - Union Business

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

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

The cumulative total combined leaves-of-absence across the bargaining unit under this Article shall be limited to sixty (60) days in any calendar year and not more than two (2) employees from any one department at any one work site shall be absent at any one time. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

A department, for purposes of this clause, is defined as follows;

Patient and Food Services, Environmental Services, H.I.S, Pharmacy, Physiotherapy, Engineering Services, SPD & Material Management, Laundry, Psychology, Volunteer Resources, Admitting & Registration, Laboratory, Diagnostic Imaging, Switchboard, Health Records, Finance.

Each Nursing Unit, at the Owen Sound work site, is considered an individual department. At the other work sites, the nursing department includes all nursing areas combined.

Mental Health Services shall be considered one department; the units include Crisis Intervention, Brief Counseling, Psychiatry, Aftercare, Clinical Liaison, ACTT, COTT,

SAC, and Withdrawal Management Services.

Diagnostic Imaging is considered one department and includes the six services of Radiology, Ultrasound, Nuclear Medicine, Breast Screening Program, E.D.S., Bone Densitometry and CAT scan.

Notwithstanding the above, time spent by the elected OPSEU Provincial Executive Board Members to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours for January to June by July 1 of each year and hours for July to December by January 1<sup>st</sup>.

#### 12.03 - Full-Time Position with the Union

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

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

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

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

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

#### 12.04 - Full-Time Position with the Union

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

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

Seniority shall accumulate for part-time employees during such leave on the basis of 22.5 hours per week.

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

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

#### 12.05 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, **son-in-law, daughter-in-law**, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. **An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle.** The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in this article are deemed to include a common-law spouse and a partner of the same sex.

#### 12.06 - Jury & Witness Duty

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

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

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

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

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to 12.06(1), 12.06(2) and 12.06(3).

#### 12.07 - Jury & Witness Duty

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

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

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

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to 12.06(1), 12.06(2) and 12.06(3) above.

#### 12.08 - Pregnancy Leave

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

1. Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
2. The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
3. The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
4. Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

#### 12.09 - Pregnancy Leave

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

1. Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
2. The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
3. The employee shall reconfirm her intention to return to work on the date originally approved in subsection (2) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
4. Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall



constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

#### 12.10 - Parental Leave

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

1. Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
2. An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
3. For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some

permanence with a parent of a child and who intends to treat the child as his or her own.

4. An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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

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

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

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

6. Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave and thirty-seven (37) weeks after that parental leave began otherwise, while the employee is on parental leave.
7. The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which a full time employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the full time employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the full-time employee is on parental leave.
8. Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.11 - Parental Leave

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

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

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

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

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

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

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

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

6. Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave and thirty-seven (37) weeks after that parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
7. The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which a full time employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the full time employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the full-time employee is on parental leave.

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

#### 12.12 - Education Leave

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

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

#### 12.13 - Pre-Paid Leave Plan

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

1. The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, or three (3) years' salary over a four (4) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the three (3) or four (4) years of salary deferral.
2. The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
3. The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
4. Where there are more applications than spaces allotted, seniority shall govern.
5. During the three (3) or four (4) years of salary deferral, 25% and 20% respectively of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

6. The manner in which the deferred salary is held shall be at the discretion of the Hospital.
7. All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
8. All benefits shall be kept whole during the three (3) or four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
9. An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
10. If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
11. The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
12. The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
13. Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - a. A statement that the employee is entering the pre-paid leave program in accordance with 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 deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

#### **12.14 Medical Care and Emergency leave**

**An employee is entitled to a leave of absence without pay because of any of the following:**

- 1. A personal illness, injury or medical emergency.**
- 2. The death, illness, injury or medical emergency of an individual described in this Article.**
- 3. An urgent matter that concerns an individual described in this Article.**

**For purposes of this Article, the individuals referred to in this Article are:**

- a. the employee's spouse**
- b. a parent, step-parent, or foster parent of the employee or the employee's spouse**
- c. a child, step-child or foster child of the employee or the employee's spouse**
- d. a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse**
- e. the spouse of a child of the employee**
- f. the employee's brother or sister**
- g. a relative of the employee who is dependent on the employee for care or assistance**

**An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital the employee shall advise the Hospital of the leave as soon as possible after beginning it.**

**An employee is entitled to take a total often (10) days leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes**

leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

### **12.15 Compassionate Care Leave**

(The following clause is applicable to full-time and part-time employees).  
The employees and the hospital will continue to pay their respective shares of the benefit and pension premiums).

1. Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with section 49.1 of the Employment Standards Act.
2. An employee who is on compassionate care leave shall continue to accumulate seniority and service.
3. Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the current rate of pay.

## **ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY**

### **13.01 - HOODIP**

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

1. The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 100% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)). For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service.

For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.



2. Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
3. Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
  - a. supplement payment for lost straight time wages on sick leave days under the HOODIP which would otherwise be at less than full wages or no wages and,
  - b. Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - c. An employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
4. There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
5. The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
6. Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be

subject to the grievance and arbitration under the provisions of this collective agreement. The union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

7. A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union.
8. An employee, who is required to produce a doctor's certificate pursuant to this Agreement, or provincial regulations, shall be reimbursed by the Hospital for such expense upon producing a proper receipt.
9. Absences due to pregnancy-related illness shall be considered as sick leave under the sick leave plan.
10. The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board. The employee, in turn, will provide the Employer with a copy of his/her Form 6.
11. The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

### 13.02 - Payment Pending Determination of WSIB Claims (FT)

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

### 13.03 - Reporting Illness

Any employee who, because of injury or sickness, is unable to report for work, must notify the Department Supervisor or designate at least one (1) hours prior to the start of the shift except in emergency situations and in the case of absence for more than three (3) working days because of injury or illness, the employee will, if requested to do so,

provide a doctor's certificate certifying that such employee is unable to carry out his duties due to such cause.

Employees are required to notify their supervisor or designate the day before they return to work from an injury or illness.

## **ARTICLE 14 – HOURS OF WORK**

### **14.01 - Daily & Weekly Hours of Work**

1. The Hospital does not guarantee to provide a minimum number of hours of work in one day, week or month.
2. Schedules will be posted two (2) weeks in advance and cover a period of at least four (4) weeks. In the event of a change to the posted schedule the employer will provide sixteen (16) hours advance notice to the employee. Where such notice is not provided the employee will be paid the overtime rate for the next scheduled shift. Such premium shall not apply where the change is requested by the employee and the Hospital has consented.
3. Advance requests for specific days off shall be submitted, in writing, to the Supervisor at least two (2) weeks in advance of the day requested except in cases where it is not practicable to do so. The supervisor will reply in writing to such request within seven (7) days of receiving such request.
4. Where it is practical to do so, the Employer shall develop schedules that are based upon a regular and predictable shift rotation and shall consult with affected employees prior to implementing any changes to the structure of the posted schedule.
5. The Employer will endeavor not to schedule the commencement of a shift within 12 hours of the completion of the employee's previous shift. If an employee is required to work before 12 hours have elapsed the employee shall be paid time and one half for those hours that fall within the 12-hour period.

(The following applies to full-time employees only)

6. The standard work day for all full-time employees shall be seven and one half (7.5) hours, exclusive of one half (1/2) hour unpaid meal break, and the standard work week shall be thirty seven and one half (37.5) hours. The meal period shall be an uninterrupted period except in cases of emergency.
7. Weekend Scheduling  
Present practices with respect to weekend scheduling at each work site will continue. Where the Hospital schedules a weekend off for an employee, the Hospital will endeavour to schedule the weekend off to commence at the end of the day shift on

Friday and end with the commencement of the day shift on Monday.

#### 14.02 - Part-time Scheduling

1. Regular part-time employees are defined as per Article 2.02. Where there were previously no regular part-time employees, the Hospital will follow the following guidelines in determining the number of regular part-time employees in any one department or unit:

Number of regular part-time hours in master rotation plus, full-time vacation (where back-filled) and statutory holiday hours divided by 1170 (22.5 hours/week X 52 weeks)

2. Regular Part-time Commitment

A regular part-time employee shall be available to work on the following basis:

1. available to work a minimum of three (3) shifts per week;
2. available to work all three (3) tours of duty;
3. available to work as scheduled on any tour of duty on either:  
December 25 and December 26; or  
December 31 and January 1.

It is understood that an employee working Christmas Day/Boxing Day one year will, if scheduled to work the following year, work New Years' Eve/New Years' Day and vice versa.

4. Available four (4) paid holidays in a calendar year in addition to 14.02 (3) above.

#### 14.03 - Pre-scheduling

For clarity, shifts will be scheduled in the following order:

- i. Regular part-time up to 22.5 hours per week, by seniority (clause 1).
- ii. Cost-centered casuals up to one shift per pay, rotational by seniority (clause 2)
- iii. Regular part-time up to 37.5 hours per week, by seniority (clause 3)
- iv. Cost-centered casuals, rotational by seniority up to 75 hours per pay period (clause 4)
- v. Non cost-centered casuals, rotational by seniority up to 75 hours per pay period (clause 5)

1. The Hospital will endeavour to schedule regular part-time employees in the department or unit all full shifts up to a maximum of 22.5 hours per week, by seniority if such work is available in the unit or department. Available part shifts will then be scheduled to regular part-time employees to make up for any shortfall in hours up to 22.5 hours per week. For the purpose of this paragraph, a full shift is 7.5 hours or 11.25 hours. A part shift is less than 7.5 hours and at least 4 hours in duration. Such hours may be averaged over a 2-week pay period.

2. Any full or part shifts remaining available for pre-scheduling will be offered to casual cost-centered employees, on a rotational basis by seniority, up to one shift per pay period.
3. Over and above shifts scheduled under (1.) above, additional shifts known to be available for pre-scheduling at the time the shift schedule is posted shall be offered to regular part-time employees on the work unit, in order of seniority, up to a maximum of 37.5 hours in a work week.
4. In the event that all of the above conditions are met, cost-centered casuals may be offered additional shifts available for pre-scheduling, on a rotational basis by seniority, up to a maximum of 75 hours over a two-week pay period.
5. In the event that all above conditions are met, remaining shifts will be offered to non cost-centered casual employees on a rotational basis by seniority.

#### **14.04 - Post-scheduling**

For clarity, post-scheduled shifts will be scheduled in the following order:

- i Regular part-time, by seniority up to 37.5 hours in a work week.
- ii Cost-centered casual, rotational basis by seniority up to 75 hours in a pay period.
- iii Non cost-centered casual, rotational basis by seniority up to 75 hours in a pay period.
  1. Any arising shifts or partial shifts that become available following the posting of the shift schedule shall first be offered, by seniority to regular part-time employees up to 37.5 hours in a work week. Casual employees that are cost-centered in the department will be offered shifts, on a rotational basis by seniority, up to 75 hours, averaged over a two-week pay period. In the event that all of the above conditions are met, remaining shifts will be offered to non cost-centered casual employees on a rotational basis by seniority.
  2. It is the responsibility of the employee to disclose when an offered shift will put them in an overtime position.
  3. The employer is not obligated to assign a shift if it will result in payment of an overtime premium.
  4. A shift shall be deemed offered when a call is placed. The Hospital will ensure that such calls are documented appropriately.
  5. Failure to Live Up To Commitment  
If a regular part-time employee is unable to live up to his commitment over a five week period and is unable to provide good and substantial reason for doing so, the employee shall then be placed on the list of casual part-time employees.

## 14.05 - Full and Part-time Scheduling Rules

### 1. Shift Cancellation

If the Employer deems it necessary to cancel a scheduled shift, it shall cancel casual part-time employees in reverse order of seniority, prior to canceling regular part-time or full-time employees. If it is necessary to cancel a regular part-time or full-time employee, the Employer shall select the least senior employee scheduled to work the shift on the affected unit, within the affected classification, provided that the employees who remain possess the required skills.

### 2. Recuperation

Regular part-time and full-time employees will be given the opportunity to recuperate cancelled shifts, and this opportunity will not result in overtime rates. A "Cancellation List" shall be utilized, on each work unit, to maintain a record of employees who have a right to shift recuperation and additional shifts will be offered in the order that the cancellations occurred as listed sequentially, within the present and next pay period.

3. There will be no split shifts.

### 4. Shift Exchanges

Employees may request an exchange of scheduled shifts provided such exchange does not result in any additional cost to the Hospital and the request is submitted, in writing, to the immediate supervisor, co-signed by the employees in advance of the requested date of exchange. It is understood that such requests shall not be unreasonably denied.

Where employees exchange scheduled shifts, the employees originally scheduled for such shifts shall have the originally scheduled shifts counted as part of their commitment.

### **5) Holiday Weekends**

**When scheduled to work a weekend that has a statutory holiday attached, the employee scheduled to work will also work the holiday. Employees scheduled the weekend off work, shall have the statutory day off as well.**

### Short Shifts

The number of shifts of less than 7.5 hours in duration shall not be increased beyond the number presently in existence without the Employer first notifying the Union and providing the Union with an opportunity to discuss the increase. The Employer will provide the Union with a list of the short shifts that are presently in existence at all work sites by December 15 2005.

#### **14.06 - Compressed Work Week**

- 1. Provided a workable schedule can be approved, a compressed workweek shall be introduced into any unit when:**
  - a. sixty-six and two-thirds percent (66-2/3%) of the affected employees in the unit or department so indicate by secret ballot in a Union-run vote; and**
  - b. The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.**
  
- 2. A compressed work week may be discontinued in any unit when:**
  - a) the union, on behalf of its members, gives written notice of discontinuance; or**
  - b) the Hospital gives such notice because of:**
    - i. adverse effects on patient care,**
    - ii. inability to provide a workable staffing schedule,**
    - iii. The Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary state its intention to discontinue the compressed work week in the schedule.**
  
- 3. When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:**
  - a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and**
  - b) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.**
  
- 4. The following regulations shall govern the scheduling of work for employees working a compressed workweek:**
  - a. Employees will not be required to work more than four (4) consecutive days.**
  - b. All other scheduling regulations which apply to employees working the regular daily shifts as provided in Article 12.**
  
- 5. Meal Breaks and Rest Periods**

The normal daily extended tour shall be 9.38 consecutive hours in any 24-hour period, exclusive of a total of thirty-seven (37) minutes of unpaid meal time, or 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during a 9.38 hour tour of a total of thirty-seven (37) minutes and during an 11.25 hour tour of a total of forty-five (45) minutes.

#### **6. Overtime**

Overtime in excess of the scheduled hours of 9.38 or 11.25 in any one (1) day shall be paid at the rate of time and one half (1-1/2) or in accordance with the collective agreement.

#### **7. Bereavement Leave**

An employee shall be granted up to three (3) consecutive working days off without loss of regular pay for the scheduled hours.

#### **8. Probationary Period**

Any employee who has completed 337.5 hours shall be considered to have completed their probationary period.

#### **9. Holiday Pay**

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times 7.5.

#### **10. Additional Extended Tour Arrangements**

The parties will meet to discuss amendments required to any of the above rules, in the event that an extended tour day of other than 9.38 or 11.25 hours is agreed to.

#### **14.07 - Rest Periods**

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



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

#### 14.08 - Rest Periods (PT)

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

1. Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

#### 14.09 - Additional Rest Periods

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

#### 14.10 - Off Duty Telephone Response

The parties agree that employees will be paid at one and one-half (1-1/2) times their regular rate of pay for all hours spent on telephone consultation during off duty time, provided the procedure for "Priority of Calls" is followed as outlined in the Departmental Policy and Procedure Manual, where applicable.

The employees will record the amount of time spent in such telephone consultation and submit claims to the appropriate supervisor for approval.

#### 14.11 - Limit on Consecutive Working Days

Employees will not be required to work more than seven (7) consecutive days. Should an employee be required to work more than seven (7) consecutive days he shall be paid at the rate of time and one-half (1-1/2) for the seventh and subsequent continuing days until a day off is scheduled.

#### 14.12 – Innovative Scheduling

**Innovative scheduling may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources and support cost efficiency. The Parties agree that such innovative schedules may be determined by the Hospital and the Union subject to the following conditions:**

- a) such scheduling shall be established by mutual agreement of the Hospital and The Union**
- b) these schedules may pertain to full-time and part-time employees**
- c) the introduction of such schedule and trial periods if any, shall be determined by the local parties and recorded in the Appendix of the Collective Agreement**

- d) such schedules may be discontinued by either party with notice as determined in the Appendix
- e) upon written agreement of the Hospital and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules
- f) innovative scheduling shall continue where it exists

## **ARTICLE 15 - PREMIUM PAYMENT**

### 15.01 - Definition of Regular Straight Time Rate of Pay

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

### 15.02 - Overtime

All authorised hours worked in excess of seventy-five (75) hours within a two week period or in excess of seven and one-half (7 ½) hours per day (if this is the regular length of shift), shall be paid at one and one-half the employee's regular straight time rate of pay.

An employee who continues to work more than two (2) hours of overtime immediately following his/her scheduled hours of work, shall be provided with a meal voucher valued at *six dollars* (\$6.00).

### 15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate.

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

### 15.04 - Time Off in Lieu of Overtime

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

There will be an overtime lieu bank cap for accumulated overtime hours in excess of seventy-five (75) hours. Such accumulated excess overtime hours will be paid out.

#### 15.05 - Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

#### 15.06 - Call-Back

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

#### 15.07 - Standby

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

**Effective April 1, 2005, increase premium to \$2.75 per hour**  
**Effective April 1, 2006, increase premium to \$3.00 per hour**

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

#### 15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment."

### 15.09 - Shift and Weekend Premium

Effective April 01 2005, employees will be paid a shift premium of **seventy cents (\$0.70)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours inclusive. The premium will be paid for each full hour worked, except that when a regular day shift ends after 1500 hours, the shift premium will only be paid for each complete hour worked after 1700 hours. The same **seventy cents (\$0.70)** per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

**Effective April 1, 2006 shift and weekend premiums increase to eighty cents (\$0.80) per hour. Effective September 30, 2006 shift and weekend premiums increase to eighty-five cents (\$0.85) per hour.**

**A full-time employee will receive premium pay as provided in Article 15 for all hours worked on the third and subsequent consecutive weekend, save and except;**

- 1. Such weekend has been worked by the employee to satisfy days off requested by such employee**
- 2. Such employee has requested weekend work**
- 3. Such weekend is worked as a result of an exchange of shifts with another employee**

### 15.10 - Transportation Allowance

When an employee is required to travel to the Hospital or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the **corporation rate**. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

### 15.11 - Travel on Hospital Business

- 1) After commencing his shift where the employee is requested by the Hospital to go to another site to perform the duties of his classification:
  - a) the Hospital will provide the means of transportation and travel time between the sites; or
  - b) the employee who uses his own vehicle will receive travel time and mileage between the sites from the Hospital at the corporation rate**

- 2) Where during his previous shift the employee is requested by the Hospital to go to another site to perform the duties of his classification on his next scheduled shift:
  - a) the Hospital will provide the means of transportation between the sites; or
  - b) the employee who uses his own vehicle will receive mileage between the sites from the Hospital **at the corporation rate.**
  - c) Where an employee is traveling to a site other than his home site under this sub-clause and that employee's place of residence is closer to the alternate site than his home site, it is agreed that instead of applying the travel allowance to all kilometres between the home and the alternate site, the travel allowance shall be applied to all kilometres traveled from the employee's place of residence to the alternate site and return.
- 3) For employees in classifications who regularly work in more than one site, and where such employee is assigned by the Employer to work at a site other than his/her home site to perform the duties of his/her classification, the following shall apply:
  - a) Except as provided in (b), employees who are required to use their own vehicle and will receive mileage between the sites from the Hospital at five cents (\$.05) greater **than the corporation rate.**
  - b) where the employee is to transport large equipment or other items that cannot easily be accommodated in the employee's own vehicle the Hospital will provide the means of transportation.
  - c) Where such assignment occurs after commencing his shift the employee will receive travel time between sites.
  - d) Where an employee is traveling to a site other than his home site under this sub-clause and that employee's place of residence is closer to the alternate site than his home site, it is agreed that instead of applying the travel allowance to all kilometers between the home and the alternate site, the travel allowance shall be applied to all kilometers traveled from the employee's place of residence to the alternate site and return.
- 4) The distance between sites, which may include the Hospital's locations and/or other locations (i.e. patients homes, fire stations, etc.) shall be based on the established practice of the Hospital.
- 5) When an employee under 1) or 2) or 3) above is assigned by the Hospital to go to another site prior to the start of his shift, and/or leaves a site other than his home site under *Article 15.12* at the end of the shift with the effect of travelling

outside his assigned shift time, mileage will be paid at the applicable rate and, when cumulative kilometres traveled before and/or after such a shift is 80 kilometres or more, the employee will be paid one half (1/2) hour at his straight time hourly rate.

- 6) Employees who use their own vehicle for travel on Hospital business under 1) or 2) or 3) above will not be required to increase their automobile insurance for such travel and the Hospital will be responsible for any additional automobile insurance during such periods. The Hospital will provide employees with the documentation of such additional insurance that the employee may need during his dealings with his automobile insurance provider.

#### 15.12 - Mobility of Employees Between Sites

Employees shall have a designated home site. Such home site may be changed for employees filling vacancies under Article 9. For purposes of Article 15.11, the Hospital's sites are Owen Sound, Southampton, Warton, Lion's Head, Tobermory, Meaford, and Markdale.

The Hospital may assign an employee who does not regularly work in more than one site to perform the duties of his/her classification at another site where such assignment is necessary due to educational needs, orientation, or an emergency situation. The Hospital will not be arbitrary in assigning such employee to a site other than his home site.

Where an employee is assigned to another site, Article 15.11 details the employee's entitlement.

### **ARTICLE 16 – HOLIDAYS**

#### 16.01 - Number of Holidays

(The following clauses are applicable to full-time employees only)

**The following holidays shall be observed for which the employee shall receive his regular straight time rate of pay provided such employee works his regular scheduled shift preceding and following the holiday, unless absent due to illness or injury that occurred during the pay period in which the holiday falls or an approved leave of absence:**

New Year's Day		Floating Holiday
<b>Heritage Day (3<sup>rd</sup> Monday in February)</b>		Labour Day
Good Friday		Thanksgiving Day
Victoria Day		Remembrance Day
Canada Day		Christmas Day
Civic Holiday		Boxing Day

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged. When a holiday falls within an employee's vacation period and the employee qualifies for payment of the holiday, subject to 16.06, it shall be scheduled at a mutually agreeable time.

It is understood that the scheduling of float days will be mutually agreed upon between the employee and his immediate supervisor. January 1<sup>st</sup> of each year the float credit will be added to the employee's entitlement.

#### 16.02 - When Shift Deemed To Be On A Holiday

(The following clause is applicable to both full and part-time employees)

Where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the employee shall be paid for work performed as follows:

- 1) Where the majority of hours worked fall within the holiday all hours worked in the shift shall be for payment purposes, considered to be the holiday.
- 2) Where the majority of hours worked fall outside the holiday, all hours worked in the shift shall be paid at straight time rates.

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

When a holiday falls *on* an employee's day off and the employee qualifies for payment of the holiday subject to 16.06, the employee will be granted another day off with pay at a mutually agreeable time.

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

An employee who is entitled to a lieu day off with pay under the provisions of Article 16.06 and Article 16.07 may elect either of the following:

- (a) holiday pay; or
- (b) a lieu day off at his straight time rate of pay to be taken on a day to be mutually arranged between the employee and his supervisor. The employee may accumulate to a maximum of five (5) lieu days.

The employee must notify the employer no less than two (2) weeks prior to the holiday of his desire to have the time off in lieu of the holiday.

#### 16.05 - Definition of Holiday Pay and Qualifiers

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

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

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

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

#### 16.06 - Payment for Working on a Holiday

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

If an employee is required to work on any of the holidays set out above the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.01 and Article 16.08. In addition, if the employee qualifies in accordance with Article 16.05 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

#### 16.07 - Payment for Working on a Holiday

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

If an employee is required to work on any of the holidays set out in Article 16.01 (a) the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

#### 16.08 - Payment for Working Overtime on a Holiday

(The following clause is applicable to both full and part-time employees)

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



## 16.09 - Christmas/New Year Scheduling

(The following clause is applicable to both full and part-time employees)

It is understood that an employee working Christmas Day/Boxing Day one year will, if scheduled to work the following year, work New Years' Eve/New Years' Day and vice versa.

## **ARTICLE 17 - VACATIONS**

### 17.01 - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

(The following clause is applicable to Full-Time employees only)

NOTE: No employee shall have his/her current vacation entitlement reduced as a result of the implementation of the following common language across all work sites.

1. An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.
2. An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.
3. An employee who has completed five (5) years but less than fourteen (14) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.
4. **As of October 1, 2004, an employee who has completed fourteen (14) years but less than twenty-two (22) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay. Effective October 01, 2005 an employee who has worked thirteen (13) years but less than twenty two (22) years shall be entitled to five (5) weeks annual vacation, with pay.**
5. **Effective October 01, 2004, an employee who has completed twenty-two (22) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.**
6. Supplemental vacation: The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:
7. An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.
8. An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

To clarify, every employee who attained their 30<sup>th</sup> and 35<sup>th</sup> anniversary date as of the effective date of this provision shall be entitled to have the full five days vacation banked.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

17.02 - Part-Time Entitlement, Qualifiers and Calculation of Payment and Vacation Scheduling

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

NOTE: No employee shall have his/her current vacation entitlement and current vacation payment-in-lieu reduced as a result of the implementation of the following common language across all work sites.

1. Regular part-time employees will be entitled to vacation leave on the following basis:
  - a. An employee who has worked fewer than 3449 hours will receive 4% of gross pay in lieu of vacation leave with pay.
  - b. An employee who has worked between 3450 and 8624 hours will receive 6% of gross pay in lieu of vacation leave with pay.
  - c. An employee who has worked between 8625 and 24149 hours will receive 8% of gross pay in lieu of vacation leave with pay.
  - d. As of October 1, 2004, an employee who has worked between 24150 and 37949 hours will receive 10% of gross pay in lieu of vacation leave with pay. Effective October 01, 2005 an employee who has worked 22425 hours but less than 37949 hours shall be entitled to 10% of gross pay in lieu of vacation leave with pay.**
  - e. Effective October 01, 2004, an employee who has worked more than 37950 hours will receive 12% of gross pay in lieu of vacation leave with pay.**
  - f. A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
  - g. A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
2. For vacation purposes, the twelve (12) month period from January 1st to December 31st shall be the period used each year for establishing vacation entitlement for the following year.

- a. Unpaid vacation for a regular part time employee with less than 1725 hours of completed service will be prorated according to the ESA.
- b. A regular part time employee who has completed a minimum of 1725 hours as of December 31 shall be granted two (2) weeks unpaid vacation time off annually if desired.
- c. A regular part time employee who has completed 3450 hours as of December 31 shall be granted three (3) weeks unpaid vacation time off annually if desired.
- d. A regular part time employee who has completed 8625 hours as of December 31 shall be granted four (4) weeks unpaid vacation time off annually if desired.
- e. A regular part time employee who has completed 24150 hours as of December 31 shall be granted five (5) weeks unpaid vacation time off annually if desired.
- f. A regular part time employee who has completed 37950 hours as of December 31 shall be granted six (6) weeks unpaid vacation time off annually if desired.

#### 17.03 - Work During Vacation

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

#### 17.04 - Illness during Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalisation or which would confine the employee to their residence or to bed rest for more than three days.

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.

Part-time employees will have unpaid vacation leave that is interrupted by verified serious illness rescheduled at a mutually agreeable time.

#### 17.05 - Bereavement during Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.05.

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

#### 17.06 - Full and Part-time Vacation Scheduling

It is agreed and understood that on the granting of vacation time off, that an employee entitled to two weeks vacation or more shall be entitled to receive two consecutive weeks vacation and the remaining number of weeks may not necessarily be continuous.

1. The Employer shall give every consideration to accommodate the wishes of the employees with respect to their choice of vacation time off subject to the efficient operation of the Hospital. Such consideration shall not be exercised in an arbitrary manner.
2. Employees are required to submit to their Department Head, on a form provided by the Hospital, by March 1<sup>st</sup> of each year, their request for vacation leave for the period from June 1<sup>st</sup> to the following May 30<sup>th</sup> if they wish to have their relative seniority used resolve any competing claims for the same times. Vacation schedules shall be posted by May 1<sup>st</sup>. Employees will be advised of approval or otherwise in writing within a reasonable period of time. Any revision of the schedule affecting an individual employee will be done in consultation with the employee so affected.
3. Competing requests for vacation leave for the time period applied for by March 1<sup>st</sup> of each year are to be resolved on the basis of the more senior applicants request.
4. For the purpose of scheduling vacation entitlement, the vacation year shall be from January 1 to December 31 for full-time and part-time (in respect of unpaid vacation leave only) employees. When an employee will reach an anniversary date that will result in increased vacation entitlement at any point during the vacation year, she will be credited with that full additional entitlement on January 1<sup>st</sup> of that vacation year.
5. Vacation requests not submitted by March 1<sup>st</sup> will be dealt with, on a first-come-first-served basis, subsequent to the approval and posting of approved vacation requests which were submitted in a timely manner.

6. For the purpose of an extended vacation, an employee may carry over from one vacation year to the next, a maximum of one week of vacation at the rate of pay such employee was receiving when the week to be carried over was earned.
7. This clause is only applicable when an employee submits the request for the extension in accordance with clause (3) above.
8. Employees shall have the right to take vacation leave in single day entitlements.

## **ARTICLE 18 - HEALTH & WELFARE**

### **18.01 - Insured Benefits**

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

1. The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
2. The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Effective **November 23, 2005**, increase vision care to a maximum of two hundred dollars (**\$200**) every **twenty-four (24) months, plus bi-annual eye examinations** and hearing aide allowance provided to cover full cost of acquisition every thirty-six (36) months.

3. The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect.

4. The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Effective August 1, 2002, Dental Recall, including preventative services is increased to nine (9) months. Effective August 1, 2002, dental coverage to be improved by adding Blue Cross rider #2 (or equivalent)(complete and partial dentures) at fifty/fifty (50/50) coinsurance to one thousand dollars (\$1000) annual maximum and Blue Cross rider #4 (or equivalent)(crowns, bridgework and repairs to same) at fifty/fifty (50/50) co-insurance to one thousand dollars (\$1000) maximum (based on the current ODA fee schedule as it may be updated from time to time).

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

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

#### 18.02 - Change of Carrier

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

#### 18.03 - Pension

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

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

#### 18.04 - Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08 (1)(b) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08 (1)(b).

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 prorated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to one thousand dollars (\$1,000) for each year less than age sixty-five (65) to a maximum of five thousand dollars (\$5,000) upon retirement.

#### 18.05 - Part-time/Student In Lieu of Benefits

A part-time employee shall receive in lieu of all fringe benefits, being those benefits to an employee paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, an amount equal to fourteen percent (14%) of the employee's regular straight time hourly rate for all straight time hours paid. Students shall be paid a straight rate of twenty-five \$0.25 per hour.

#### 18.06 - Transfer and Benefits

For those employees transferring on a temporary or permanent basis from part-time to full-time, there will be no waiting period for benefits, except as provided for by the plan, if the part-time employee has over 450 hours worked. Where the employee has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire. Level of coverage under HOODIP is according to equivalent length of service as provided by the terms of the Plan.

### **ARTICLE 19 - HEALTH & SAFETY**

#### 19.01 - Work site/Health & Safety Committees

1. The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
2. Recognising its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its work site Accident Prevention - Health and

Safety Committees, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

3. Such Committees shall identify potential dangers and hazards, institute means of improving health and safety programmes, and recommend actions to be taken to improve conditions related to safety and health.
4. The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committees to fulfil their functions.
5. Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committees shall maintain minutes of all meetings and make the same available for review.
6. Any representative appointed or selected in accordance with 7.02 hereof, shall serve for a term of least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted.
7. A member of a work site committee is entitled to,
  - a. one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
  - b. such time as is necessary to attend meetings of the committee; and
  - c. such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the *Occupational Health and Safety Act*, R.S.O. as amended up to and including 1998.

A member of a work site committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

8. The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O., as amended up to and including 1998, among the OPSEU bargaining unit(s) at each work site at the Hospital. Such member will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 14.06.
9. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.



### 19.02 - Hepatitis B Vaccine

Where the Hospital identifies high-risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

### 19.03 - Influenza Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

1. Employees shall, subject to the following, be required to be vaccinated for influenza.
2. If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
3. The Hospital recognizes that employees have the right to refuse any required vaccination.
4. If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
5. If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
6. If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
7. Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
8. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

#### 19.04 - Modified Work

**In order to facilitate a safe return to work, in compliance with the Workplace Safety and Insurance Act, the Ontario Human Rights Code, the Collective Agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.**

The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the W.S.I.B. Employees are expected to provide the Hospital with a copy of the W.S.I.B. form 6 at the same time it is filed with the WSIB.

The Hospital will notify the local union of the names of any employees represented by the union who are off work as a result of work related injury.

When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability the hospital will meet with the OPSEU Staff Representative and/or a representative of the Local Union to discuss the circumstances surrounding that employee's return to suitable work. **The parties agree to expedite the scheduling of such meetings.**

**Where a meeting, as described above is necessary, the scheduling will be by mutual agreement between the parties.**

#### 19.05 - Safety Footwear

By February 1st of each year, the Hospital will reimburse each full-time employee required to wear safety footwear in the course of work, the amount of fifty dollars (\$50).

#### 19.06 - Violence in the Workplace

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

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

The Joint Occupational Health and Safety Committee shall concern it self with those matters and shall make such recommendations, as it deems appropriate.

#### 19.07 - Eating Areas

The Employer shall permit employees to carry lunches and use the cafeteria facilities so long as no violations of usual sanitary conditions are occasioned thereby.

#### 19.08 - Lockers

Every employee will be issued with an individual locker and a lock, which will be used for the purpose of storing personal clothing and belongings. Locks must be left on the lockers on termination of employment. Employees requiring special consideration may request approval from the Human Resources Department to use the employee's lock with a key provided a duplicate copy of the key is given to the Hospital. Such approval shall not be unreasonably withheld.

### **ARTICLE 20 - COMPENSATION**

#### 20.01 - Job Classification

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

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

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

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

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

#### 20.02 - Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to Article 20.01 above.

The Union will be advised of changes being made to job descriptions.

#### 20.03 - Assignment of Duties From Another Classification

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

1. An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
2. In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's current knowledge, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

#### 20.04 - Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his

previous classification provided that he does not exceed the wage rate of the classification to which he has been promoted.

#### 20.05 - Wages and Classification Premiums

The Employer agrees to pay the wages set out in Schedule A, which is attached to and forms part of this Agreement.

The regular payday shall be every second Thursday during the term of this Agreement. It is understood that, if a paid holiday falls on a Monday during a pay week, the payment of wages will take place on the Friday of that week instead of the Thursday.

#### 20.06 - Progression on the Wage Grid

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

Effective the date of the award, part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked. Part-time employees will not be placed at a lower step in the wage grid as a result of the implementation of the 1725 hour rule, however future progression, will be on the basis of the 1725 hour rule.

#### 20.07 - Retroactivity

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the Agreement and to all new employees hired since that date. Retroactivity will be paid within 60 days of the Employer being notified of ratification/arbitration award.

If an eligible employee has terminated his/her employment since the expiry date of the Agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. The retroactivity due will be paid within two pay periods (bi-weekly) of the employee making such claim.

#### 20.08 - Claim for Recent Related Experience

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related

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

## **ARTICLE 21 - HOSPITAL OPERATING PLAN**

1. The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.

Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.

In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.

It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

## **ARTICLE 22 – GENERAL**

### **22.01 - Parking Fees:**

The present practice shall continue, except that in the case of a planned absence of three (3) days or more an employee shall return his/her parking card for the duration of the planned absence and shall not be charged for the duration of such absence.

### **22.02 - Uniform Allowance:**

Where the employer requires an employee to be in a uniform specific to a department, the employee will be reimbursed for the cost of the appropriate uniform(s) upon presentation of a valid receipt to a maximum of one hundred dollars (\$100) per year.

### **22.03 - Travel Expenses:**

The Hospital will pay for pre-approved reasonable travel expenses incurred on Hospital business as provided for in the Personnel Policies of the Hospital.

#### 22.04 - Adverse Weather/Unplanned Leave:

Where an employee is unable to report for duty due to adverse weather conditions, illness of a child, or related personal crisis, the manager shall approve the use of lieu or vacation time, or an unpaid leave of absence.

#### 22.05 - Union Bulletin Boards:

The Employer shall provide space for bulletin boards on which the Union shall have the right, to post notices of meetings and such other notices as may be of interest to the employees.

The Union is entitled to have three (3) bulletin boards at the Owen Sound Site and one at all other sites. The location of the bulletin boards will be determined by mutual agreement between the Hospital and the Union.

A box shall be attached on or in the area of all Union Bulletin Boards to hold Union Newsletters.

#### 22.06 - Leave to Respond to Community Emergency Fire Service:

An employee who is a member of a Community Emergency Fire Service may apply in writing to their supervisor for approval to carry a pager provided by such Community Emergency Fire Service and leave work to respond to an emergency fire call, provided that they have the permission of their supervisor for each call. Approval will only be granted where it will not be in conflict with the operations of the Hospital. Approval will not be unreasonably withheld. The employer will not be responsible for any wages, workers' compensation benefits or other costs resulting from the employee leaving the Hospital to respond to an emergency fire call.

#### 22.07 - Printing of Agreement:

The cost of printing the collective agreement will be shared equally by the hospital and the union.

### **ARTICLE 23 - DURATION**

#### 23.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 30,

2006. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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**APPENDIX A: SENIORITY AND SERVICE ACCRUAL DURING LEAVES-OF-ABSENCE**

Chart 1: Seniority and Service Accrual During Leaves-of-Absence

TYPE OF LEAVE	SENIORITY	SERVICE
1. Personal Leave (12.01)	- accrues during 1 <sup>st</sup> 30 calendar days for FT only [9.04 (a)]	- accrues during 1 <sup>st</sup> 30 calendar days for FT only [9.04 (a)]
2. Union Leave (12.02)	- accrues during leave FT/PT*	- accrues during leave FT/PT*
3. Full-time Union Position (12.03)	- accrues during leave FT/PT**	- accrues during leave FT/PT**
4. Bereavement Leave (12.04)	- accrues during paid leave FT/PT*	- accrues during paid leave FT/PT*
5. Jury and Witness Duty (12.05)	- accrues during paid leave FT/PT*	- accrues during paid leave FT/PT*
6. Pregnancy Leave (12.06)	- accrues for up to 17 weeks FT/PT**	- accrues for up to 17 weeks FT/PT**
7. Parental Leave (12.07)	- accrues for up to 18 weeks FT/PT**	- accrues for up to 18 weeks FT/PT**
8. Education Leave (12.08)	- accrues during leave FT/PT*	- accrues during leave FT/PT*
9. Pre-Paid Leave (12.09)	- accrues during leave FT/PT**	- suspended during leave FT/PT [12.09 (h)]
10. Leave Due to Injury or Illness [9.04, 12.01, 13.01]	- accrues during leave FT/PT**	- accrues during the 1 <sup>st</sup> 15 weeks of absence resulting in WSIB benefits

\* Part-time accrual to be based upon what normal regular working hours would have been had the leave not occurred.

\*\* Part-time accrual to be based upon the average hours worked during the twenty (20) consecutive week period immediately preceding the leave.

## **APPENDIX B: Job Sharing**

### 1. Definition

Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work of one (1) full-time position on a 50/50 or 60/40 basis. Subject to the provisions of Article 9: Seniority, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

### 2. Introduction

The "Parties" to a Job Sharing Arrangement are the Union and the Employer. A job sharing arrangement may be introduced by agreement of the Union and the Employer on a case-by-case basis. Agreement to introduce one job sharing arrangement is strictly without prejudice to either party's right to disagree with any subsequent proposal.

The Union, the Employer, or one or more employees may initiate a proposal to create a job sharing arrangement. The Union or the Employer will provide written notice of a proposal to the other party. Employees must initiate a proposal by putting the request in writing to the Union, with a copy to their immediate supervisor. For an occupied position to be considered for job sharing, one of the job sharing participants must be the current full-time incumbent.

All job sharing arrangements shall be signed off by the parties, and initialled by the job sharing participants, using the Job Sharing Model Agreement attached to this Appendix.

The unfilled portion of a full-time position being job shared will be posted as a job sharing opportunity using the selection criteria under the Collective Agreement.

3. The employees involved in a job sharing arrangement will be classified as regular part-time employees and, except as otherwise provided in this Appendix, shall be covered by all the provisions of the Collective Agreement that apply to part-time employees.

4. A full-time employee transferring into a job sharing arrangement shall have her seniority recalculated and transferred to part-time status on the basis of one year equalling 1725 hours.

## Discontinuation

5. A job sharing arrangement will be for a set term not to exceed two (2) years at a time. Either party may give notice of cancellation on ninety (90) days written notice.
6. If one of the job sharers was the full-time employee in the job shared position immediately prior to the introduction of a job sharing arrangement, that employee will be returned to full-time status in that position when a job sharing arrangement is discontinued.
7. If neither of the job sharing participants was a full-time employee at the time the arrangement was created, then the position must be posted as a full-time position under the Job Posting provisions of the Collective Agreement at the time the arrangement is discontinued.
8. Should a participant to a job sharing arrangement, who was a part-time employee at the time the job sharing arrangement was created, not apply or be unsuccessful in the full-time posting on discontinuation, he/she will be returned to her former "home position" and status (regular or casual part-time). In the event that her "home position" no longer exists, the employee will be issued a layoff notice and have access to all the seniority rights and entitlements under Article 9.
9. An employee transferring out of a job sharing arrangement into full-time status shall have her seniority recalculated and transferred to full-time status on the basis of one year equalling 1725 hours.

## Other Terms

10. Job sharing participants will not be covered by the Part-time Commitment language and the on-call rotational roster rules for part-time employees under Article 14.02.
11. When one of the job sharing participants is unable to attend work as scheduled for any reason (illness, vacation, leave-of-absence) and it is necessary in the Employer's opinion to have such employee replaced, the partner job sharer will, absent illness or other similar unexpected circumstance, be expected to provide such back-filling and there shall be no premium paid for any call-in or short notice shift turnaround.

Model Job Sharing Agreement

1. Identification of Position to Be Shared:
2. Identification of Job Sharing Participants:
3. Work Schedule: (Describe the sharing of hours arrangement and attached a copy of the actual work schedule.

4. Term of the Arrangement: (not to exceed 2 years)

Start of Arrangement:

Expiry Date of Arrangement:

Review Date: (120 days before expiry date)

5. Other Issues:

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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Job Sharing Participants

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## Appendix C - Extended Tours Model Agreement

### MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

#### MEMORANDUM OF AGREEMENT

Between: Grey Bruce Health Services

#### **And: The Ontario Public Service Employees Union (and its Local 260)**

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

2.3 Failure to provide ( ) hours between the commencement of an employee's scheduled shift and the commencement 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 14.01 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 to rest 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)

#### 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 - Paid Holidays (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 14.01.

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 ½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 16.02. 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 (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will be based on the standard daily hours in that hospital.

#### Article 8 - Vacation

8.01 (Applicable to full-time only)

Vacation entitlement as set out in Article 17.01 will be converted to hours on the basis of the employee's normal work week.

8.02 (Applicable to part-time only)

As set out in Article 17.02 of the collective agreement.

Article 9 - Additional Local Provisions

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

Article 10 - Term

This Agreement shall be in effect for the period from October 01 2004 until September 30 2006.

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

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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# **LETTERS OF UNDERSTANDING**



**LETTER OF UNDERSTANDING**

**between**

**THE GREY BRUCE REGIONAL HEALTH CENTRE**

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 260 - OFFICE AND CLERICAL UNIT**

**BENEFIT COVERAGE FOR CERTAIN PART-TIME EMPLOYEES**

The parties agree, on a without precedent and without prejudice basis, that the part-time clerical employee currently purchasing benefits at the Markdale Site will be allowed to continue to do so.

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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**Letter of Understanding**

**Between:  
Grey Bruce Health Services  
And  
Ontario Public Service Employees Union, Local 260**

**EARLY RETIREMENT OFFERS IN LAYOFF SITUATIONS**

Pursuant to Articles 18:04 and 9:08, the parties agree that offers of early retirement will be made in accordance with the following:

- i) The Hospital will first make offers, in order of seniority within the department, within the classification, within the status, and at the work site, where the layoffs would otherwise occur, provided that the employees remaining have the qualifications and ability to perform the available work.
- ii) The Hospital will make offers to employees eligible for early retirement under the Hospital Pension Plan (including regular part-time, if applicable, whether or not they participate in the Hospital Pension Plan).
- iii) The number of early retirement offers is limited to the number of positions which would otherwise be eliminated.
- iv) If sufficient vacancies, equal to the number of positions to be otherwise eliminated, are not created through the above offers, further offers of early retirement, up to the total provided under (iii) above, will be issued at other work sites, provided employees, who would otherwise be laid off, indicate agreement to be transferred to those sites in the event that early retirement offers at those sites are accepted.

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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**LETTER OF UNDERSTANDING  
BETWEEN:**

**Grey Bruce Health Services  
(Herein after referred to as the "Employer")**

**and**

**Ontario Public Service Employees Union  
(Herein after referred to as the "Union")**

Weekend Scheduling Rules – Markdale Work site Clerical Bargaining Unit

The above-captioned Parties are agreed that, pursuant to a Union-conducted secret ballot vote among the affected members, the current practice with respect to weekend scheduling pursuant to Article 14.01(7) of the Clerical Agreement shall be altered from the previously existing practice in the Switchboard, Admitting, Reception and Outpatient work units at the Markdale Work site, effective as soon as possible following the signing of this Letter.

The new weekend scheduling practice for full and regular part-time employees within the identified work units will provide for the affected employees to be scheduled off work every second weekend. However, the affected part-time employees may be assigned additional shifts by their supervisor during peak periods and thereby to be scheduled to work on successive weekends.

Except for this alteration, the previously existing weekend scheduling practices at the Markdale Work site shall continue.

This Letter is to be attached to and form part of the Clerical Collective Agreement.

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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**Letter of Understanding**

**Between:**

**Grey Bruce Health Services  
And  
Ontario Public Service Employees Union, Local 260**

Lead Hand Positions and Premiums

The Parties are agreed on the following rules with respect to Lead Hand Positions in the Service Unit:

1. The Lead Hand premium contained in the Whitaker Award will be extended to all GBHS work sites effective and retroactive to January 7<sup>th</sup>, 2002, however the parties have agreed, effective the first full pay period following ratification of this collective agreement, to reduce the premium payment to seventy-five (.75) cents per hour.
2. All current Lead Hand incumbents shall retain their Lead Hand designations. (Note: this is without prejudice to the current grievance arising under a previous Agreement at the Wiarion work site).
3. Lead Hand assignments will be made from amongst those employees in the work unit at the work site, who have expressed an interest and who are qualified to perform the lead hand duties. Lead hand assignments may be rotational or permanent at the discretion of the manager.
4. New Lead Hand opportunities will be communicated in writing within the work unit at the site.

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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**Letter of Understanding**

**Between:**

**Grey Bruce Health Services  
And  
Ontario Public Service Employees Union, Local 260**

OPSEU Joint Trusted Benefit Fund

Should the Hospital decide to tender the existing fringe benefit coverage, as currently provided by SUNLIFE, the Hospital agrees to include the OPSEU Joint Trusted Benefit Fund among those to whom tenders are sent.

Signed at Owen Sound, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR GREY BRUCE HEALTH SERVICES

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## SCHEDULE A: OPSEU Clerical Wage Grid

### OPSEU CLERICAL WAGE GRID

CLASSIFICATION	EFFECTIVE DATE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4
			<i>1725 hours</i>	<i>3450 hours</i>	<i>5175 hours</i>	<i>6900 hours</i>
<b>Junior Clerk</b>	October 1, 2004	16.440	16.730	17.022	17.326	
	April 1, 2005	16.687	16.981	17.277	17.586	
	October 1, 2005	16.937	17.236	17.536	17.850	
	April 1, 2006	17.106	17.408	17.711	18.028	
<b>Clinical Secretary Department Secretary</b>	October 1, 2004	16.154	16.639	17.169	17.661	18.174
	April 1, 2005	16.396	16.888	17.426	17.926	18.446
	October 1, 2005	16.642	17.142	17.688	18.195	18.723
	April 1, 2006	16.808	17.313	17.865	18.377	18.910
<b>Pharmacy Clerk Admitting Clerk</b>	October 1, 2004	16.844	17.301	17.661	18.174	
	April 1, 2005	17.097	17.560	17.926	18.446	
	October 1, 2005	17.353	17.824	18.195	18.723	
	April 1, 2006	17.527	18.002	18.377	18.910	
<b>Switchboard Operator Registration Clerk</b>	October 1, 2004	16.863	17.312	17.744	18.174	
	April 1, 2005	17.116	17.572	18.010	18.446	
	October 1, 2005	17.373	17.835	18.281	18.723	
	April 1, 2006	17.547	18.013	18.463	18.910	
<b>Ward Clerk Health Records Clerk Business Office Clerk MDS Data Entry Clerk</b>	October 1, 2004	16.856	17.312	17.751	18.174	
	April 1, 2005	17.109	17.572	18.018	18.446	
	October 1, 2005	17.366	17.835	18.288	18.723	
	April 1, 2006	17.539	18.013	18.471	18.910	
<b>Computer Operator OR Booking Clerk</b>	October 1, 2004	16.439	16.857	17.313	17.880	18.174
	April 1, 2005	16.686	17.110	17.573	18.148	18.446
	October 1, 2005	16.936	17.367	17.836	18.421	18.723
	April 1, 2006	17.105	17.540	18.014	18.605	18.910
<b>Pathology Clerk Medical Transcriptionist</b>	October 1, 2004	16.452	16.885	17.311	17.766	18.174
	April 1, 2005	16.699	17.138	17.570	18.032	18.446
	October 1, 2005	16.949	17.395	17.834	18.303	18.723
	Nov. 23, 2005	18.199	18.645	19.084	19.552	19.973
	April 1, 2006	18.381	18.831	19.275	19.748	20.173
<b>Sr.Finance Clerk</b>	October 1, 2004	17.415	17.929	18.403	18.946	19.459
	April 1, 2005	17.677	18.198	18.679	19.230	19.750
	October 1, 2005	17.942	18.471	18.959	19.519	20.047
	April 1, 2006	18.121	18.656	19.149	19.714	20.247

<b>Purchasing Assistant Diet Technician</b>	October 1, 2004	17.961	18.438	18.954	19.476	19.976
	April 1, 2005	18.231	18.715	19.238	19.768	20.276
	October 1, 2005	18.504	18.996	19.527	20.064	20.580
	April 1, 2006	18.689	19.186	19.722	20.265	20.786
<b>Fundraising Assistant Office Services Co-ord</b>	October 1, 2003	18.753	20.064	20.264	20.669	
	October 1, 2004	19.034	20.365	20.568	20.979	
	April 1, 2005	19.320	20.670	20.876	21.294	
	October 1, 2005	19.610	20.980	21.190	21.613	
	April 1, 2006	19.806	21.190	21.402	21.829	
<b>Lead Medical Transcrip.</b>	October 1, 2004	19.868	20.351	20.863	21.390	21.887
	April 1, 2005	20.166	20.656	21.176	21.711	22.216
	October 1, 2005	20.468	20.966	21.494	22.037	22.549
	April 1, 2006	20.673	21.176	21.709	22.257	22.774
<b>Student</b>	October 1, 2003	11.402	12.227			
	October 1, 2004	11.573	12.410			
	April 1, 2005	11.747	12.597			
	October 1, 2005	11.923	12.786			
	April 1, 2006	12.042	12.913			