

COLLECTIVE AGREEMENT

between

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION
LOCAL 96**

TERM: April 1st, 2003 to March 31st, 2007

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**MEMORANDUM OF AGREEMENT made this 18th, day of
May, 2001; A.D.**

BETWEEN:

**THUNDER BAY REGIONAL HEALTH
SCIENCES CENTRE, of the City of Thunder
Bay, in the District of Thunder Bay, herein-
after referred to as the "Hospital",**

OF THE FIRST PART,

- and -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, A.F. OF L. - C.I.O.,
C.L.C., representing certain employees of the
Hospital through its Local 96, hereinafter
referred to as the "Union",**

OF THE SECOND PART.

WITNESSETH:

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and employees represented by the Union which will not interfere with the successful operation of Thunder Bay Regional Health Sciences Centre as a public service institution intended to provide adequate hospital and clinical services to the general public. The Hospital pledges to give its employees considerate and courteous treatment and the employees pledge to render loyal and efficient service.

ARTICLE 2 - DEFINITIONS

- 2.01** "President" shall mean the Executive Director of Thunder Bay Regional Health Sciences Centre.
- 2.02** "Member of the Union Administrative Committee" shall mean an employee of the Hospital duly accredited as such by the Union.
- 2.03** "Employee" shall include only such person coming within the scope of the bargaining unit described in Article 3.
- 2.04** "Regular Part-Time Employee" is an employee who regularly works less than 37.5 hours per week and who has made a commitment to be available for work on a regular predetermined basis.
- 2.05** "Regular Full-Time Employee" shall mean an employee who works 37.5 hours per week on a regular basis and who has completed the probationary period.
- 2.06** "Casual Employee" is an employee who does not have a regular schedule, has not made a commitment to be available for work on some predetermined basis and who is called into work on a short-notice basis.
- 2.07** "Temporary Employee" shall mean an employee who is employed for a specific term having a set termination date.

ARTICLE 3 - RECOGNITION

- 3.01** The Hospital recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all office and clerical employees of the Thunder Bay Regional Health Sciences Centre in the City of Thunder Bay, save and except supervisors, persons above the rank of supervisor, confidential secretaries to the President and C.E.O., confidential secretaries and confidential clerks employed in Human Resources, Patient Services and Financial Services, Collection Officer, confidential secretaries to Directors, staffing clerks, Medical Librarians, Chief Payroll Clerk, Health Records and Admitting Coordinators, paramedical personnel, students employed on a cooperative work study program and persons covered by subsisting collective agreements.
- 3.02** The Hospital undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 4 - NON-DISCRIMINATION AND UNION SECURITY

- 4.01** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.
- 4.02** Union dues will be deducted from all employees recognized in Article 3 except those who may be excluded by law.
- 4.03** It will be a condition of employment for all new employees, that regular monthly Union dues will be deducted from their wages and remitted to the Union. Such deductions to commence in the month immediately following the probationary period of their employment as defined in Article 13.01.
- The Union shall save the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions.
- 4.04** The Union agrees to advise the Hospital of a consistent dollar amount to be deducted from part-time employees.
- 4.05** On or before the fifteenth day of the current month, the Hospital shall remit by cheque to the Secretary-Treasurer of the Union the total amount of the deductions made in the month and accompanying the remittance will be a list of the names and addresses of employees from whom the deductions have been made.
- 4.06** The Hospital shall advise the Union, in writing, of temporary employees at the time of hiring indicating the position hired for, and the approximate time required to complete the specific assignment for which they were hired.
- 4.07** A temporary employee's service shall not exceed six (6) continuous months in any one (1) calendar year, except in the instance of a temporary employee hired for the purpose of replacement due to Pregnancy Leave or a long term illness. In the event it is required to exceed six (6) continuous months except as defined in the above, the job shall be posted, unless mutually agreed otherwise between the Hospital and the Union.
- 4.08** Temporary Employees shall not be obliged to make application for membership in the Union, but shall after forty-five (45) working days in any twelve (12) month period, pay the equivalent of Union dues monthly.
- 4.09** The Union shall not act for or represent temporary employees during the period of temporary employment except as to rates of pay as outlined in Article 16 and hours of work and overtime as outlined in Article 19, but no other benefits arising from any other Article in the Collective Agreement.

4.10 On or before the commencement of employment, the Employer will give to each employee a copy of the Collective Agreement and the cost of printing the Agreement will be shared equally by the Union and the Hospital.

4.11 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.

The Hospital shall not contract out work normally assigned to those employees who are covered by this Agreement if there are bargaining unit members on layoff who are willing, able and qualified to perform the available work.

4.12 An employee shall have reasonable access to their personnel file for the purpose of reviewing its contents in the presence of the Manager - Human Resources or designate. An employee may request a copy of any item in this file. Granting this request will be at the sole discretion of the Manager - Human Resources or designate.

ARTICLE 5 - NO STRIKE OR LOCKOUT

5.01 The Union agrees that so long as this agreement continues to operate, it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith, and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

5.02 So long as this Agreement continues to operate, there shall be no lockout on the part of the Hospital.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01** Subject to the terms and conditions of this Agreement, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order and efficiency
 - (b) Hire, promote, demote, transfer, lay-off, recall, assign duties, rehire, suspend, and to discipline or discharge any employee for just cause provided that a claim by an employee that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) Establish and enforce reasonable rules and regulations governing the conduct of employees.
 - (d) Determine the nature and kind of business conducted by the Hospital, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Hospital except as specifically limited by the express provisions of the Agreement.

ARTICLE 7 - UNION ADMINISTRATIVE/BARGAINING COMMITTEE

- 7.01** The Hospital acknowledges the right of the Union to appoint or otherwise select a Union Administrative/Bargaining Committee of not more than seven (7) persons. This committee shall include a minimum of five (5) Hospital employees (one (1) of those five (5) shall be the President or Vice-President of the Union) and may also include one (1) other member of the executive of the Local and an National representative of the Union.

The Hospital agrees to negotiate and deal with a Union Administrative/Bargaining Committee with respect to any matter which properly arises during the term of this Agreement, including the settlement of complaints and grievances.

- 7.02** The Union recognizes and agrees that Committee Persons have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to their business of administering this Agreement. Committee Persons may not leave their departments without first securing permission from their Manager or designate. Such permission will

not be unreasonably withheld. When entering a department other than their own, a Committee person must first obtain the permission of the Manager or designate. Such permission will not be reasonably withheld.

- 7.03** Up to a maximum of five (5) members of the Union Administrative/Bargaining committee shall be paid their regular rate for all regular working hours lost due to attending negotiating meetings with Management up to the time the services of a Conciliation Officer are used.

ARTICLE 8 - COMPLAINTS

- 8.01** It is the mutual desire of the parties hereto that complaints of the Hospital or of the employees or of the Union will be adjusted as quickly as possible.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** Should any differences arise between the Hospital and an employee as to the interpretation or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner:

Step 1

The employee shall first discuss the complaint with their immediate supervisor within five (5) working days from the date of the cause of the complaint occurs or within five (5) working days from the time the employee should have known of the occurrence of the event upon which the complaint is based and may have their Committee Person present if they so desire. The immediate supervisor shall give a verbal reply to the employee within five (5) working days.

Step 2

If the complaint is not resolved, it shall be reduced to writing, signed by the employee and a Committee Person, and forwarded by the Committee Person to the employee's Department Manager within five (5) working days after receipt of the verbal reply in Step 1. A copy will also be forwarded to the Human resources Department. The employee's Department Manager shall, within five (5) working days, give a decision in writing to the Committee Person.

Step 3

If the grievance is not adjusted to the satisfaction of the Union and by the Department Manager, within five (5) working days from the receipt of the Department Manger's written response, an appeal may be lodged by the Committee Person to the designated Vice-President. The designated Vice-President shall give a reply in writing to the Committee Person not later than five (5) working days following receipt of the written grievance.

Step 4

If the grievance is not adjusted to the satisfaction of the Union by the designated Vice-President, an appeal may be lodged by the Committee Person to the Hospital's President within five (5) working days of the receipt of the designated Vice-President's written response.

Within five (5) working days from receipt of the appeal, the President and/or their designate(s) will meet with the Union Administrative Committee to discuss the grievance. The President shall give a written decision to the Committee Chairperson not later than five (5) working days following the meeting with the Administrative Committee.

9.02 An employee covered by this Agreement who has completed the probationary period and who claims that they have been unjustly discharged shall have a reasonable opportunity to discuss such claim with the Union Administrative Committee, in private, before leaving the premises of the Hospital, and any such claim shall be processed as a grievance if a written statement of such grievance is lodged by the employee and signed by a Committee Person at Step #4 of the Grievance Procedure.

9.03 Where a difference arises between the Hospital and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by the Union and dealt with commencing at Step 3 of the Grievance procedure herein and if necessary shall proceed in the same manner as the grievance of an employee to arbitration. Any grievance by the Union as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred, or within ten (10) days after the Union ought reasonably to have become aware of the circumstances giving rise to the complaint.

9.04 A grievance form shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the alleged

grievance, the provisions of the Agreement which are to have been violated, the persons involved, the date on which the alleged grievance occurred and the relief sought.

A grievance shall be returned to the employee if it fails to comply with these requirements, and the employee shall have an additional five (5) working days to refile the grievance in conformity with this section.

9.05 **Time Limits**

Complaints must be brought forward within five (5) working days from the date of the cause of the complaint occurs or within five (5) working days from the time the employee should have known of the occurrence of the event upon which the complaint is based. Time limits shall be computed by excluding Saturday, Sunday, holidays, and employees' regular days off. Failure of the Union or of the employee to meet the time limits will cause the complaint of grievance to expire, and that specific complaint or grievance shall not be further considered or reintroduced by the specific employee or the Union on their behalf. Failure of the Hospital to meet its time limits shall permit the aggrieved employee or Union to take the complaint or grievance to the next succeeding step, provided they present the grievance at this next step within five (5) working days after the expiration of the said time limit.

9.06 At any meetings between the Committee and the President of Thunder Bay Regional Hospital under the provisions referred to above, the Committee may be accompanied by an International Officer and/or two (2) duly accredited local representatives of the Union. The President of Thunder Bay Regional Hospital likewise may be accompanied by such individual or individuals as they may desire. Either the Hospital or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at such meeting.

9.07 All time limits specified in Article 9 may be extended through the mutual written consent of the parties to the Agreement.

ARTICLE 10 - ARBITRATION

10.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) working days after the decision of the President has been given, notify the Hospital in writing, of its desire to submit the difference or allegation to arbitration. If within ten (10) days thereafter, the parties are unable to select, by mutual agreement, a single Arbitrator, then each party shall name a nominee and the two (2) so named shall, within ten (10) days, select a third person to act as Chairperson of the

Board of Arbitration. If the two (2) named fail to agree upon a third person within the set ten (10) days, the matter shall be referred to the Minister of Labour for the Province of Ontario, for the appointment of a third person to act as Chairperson. The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

10.02 The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend any of the provisions of this Agreement.

10.03 If a discharge grievance goes to arbitration, the Arbitrator or Board of Arbitration may settle the grievance by:

- a) confirming the dismissal of the employee;
- b) reinstating the employee with or without full compensation for time lost;
- c) any other arrangement which may be deemed just and equitable.

10.04 The Union and the Hospital shall each be responsible for the fees and expenses of its own nominee, and one-half of the fees and expenses of the Chairperson or a single Arbitrator.

ARTICLE 11 - WITNESS AND INSPECTION

11.01 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator or Board of Arbitration to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 - HOSPITAL'S GRIEVANCES

12.01 It is understood that the Hospital may bring forward at any meeting held with the Committee any complaint with respect to the conduct of the Union, its officers or committee members, or member, which may affect the hospital and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing and the written grievance sent to the President of Local Union 96 or designate representative of the said Local.

12.02 If such complaint is not settled to the satisfaction of the Hospital, the President of the Local Union or designated representative shall within ten

(10) days after the mailing or delivery of the written grievance by the Hospital give a reply in writing to the Hospital.

12.03 If the written reply has not settled the grievance to the satisfaction of the Hospital or if no written reply is received by the Hospital within ten (10) days after the mailing or delivery of the written grievance to the President of the Local Union or the designated representative, the Hospital may within ten (10) days after receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 10 of this Agreement.

12.04 Unless otherwise agreed to in writing, the Hospital shall comply with the time limits set out in this clause respecting any Hospital grievance, otherwise, the grievance shall be deemed to have been abandoned.

ARTICLE 13 - PROBATIONARY PERIOD AND SENIORITY

13.01 New employees of the Hospital within the bargaining unit shall be considered probationary employees until they have completed sixty (60) working days (or 450 hours of work for employees whose regular hours of work are other than the standard work day). Upon completion of the probationary period, the employee shall be credited with seniority equal to sixty (60) working days. Grievances may not be presented in connection with the discharge or lay-off of probationary employees unless the discharge or lay-off is claimed to be a discrimination for Union activity. Probationary employees are entitled to all other rights and privileges accruing to employees under this contract.

- (a) Temporary employees will not attain seniority.
- (b) A seniority list shall be established for employees covered by this contract based upon each employee's last continuous period of employment. A copy of such list will be provided to the Union twice yearly, once on January 1st and again on July 1st.

Prior to initiating any layoffs in the bargaining unit the Hospital will update the seniority list. The updated seniority list will remain frozen for the initial layoff and all subsequent bumps.

(c) **Accumulation of Seniority**

A part-time employee shall accumulate seniority on the basis of one year for each 1725 hours worked.

A full time employee shall accumulate seniority from the date of

commencement of their last continuous period of employment in a position covered by the agreement.

A casual employee coming within the scope of the bargaining unit will be granted seniority provided the employee has worked sixty (60) days. It is agreed and understood that a casual employees seniority is only to be used for the purpose of job postings.

13.02 An employee's seniority rights and their employment shall be deemed to have been terminated if:

- (a) the employee voluntarily leaves the employ of the Hospital, retires, or is retired under the terms of the Hospital Pension Plan.
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) the employee has been laid off for twenty-four months.
- (d) the employee is absent due to physical disability or an injury compensable under the Worker's Safety and Insurance Board for more than eighteen (18) months.
- (e) the employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work, unless the employee provides a reason satisfactory to the Hospital.
- (f) an employee is absent from work for a period of three (3) or more consecutive days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital.

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

13.03 Any notice to any employee under this agreement will be given personally or by registered mail, and will be sent to the employee at their last address on record with the Hospital. Such notice will be deemed to have been given when registered or personally handed to the employee.

13.04 **Transference of Seniority**

An employee who transfers from a full-time position to a regular part-time position or vice versa shall transfer their seniority as follows:

- a) an employee whose status is changed from regular part-time or

casual to full-time shall transfer their seniority to the full-time position based on 1725 hours' work equals one year, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

- b) an employee whose status is changed from full-time to regular part-time or casual shall transfer their full seniority to the regular part-time or casual position.

13.05 Effect of Absence: Unless otherwise provided in this Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

ARTICLE 14 - JOB SECURITY

- 14.01** (a) With respect to the development of any operating or re-structuring

plan which may affect the bargaining unit, the Union shall be involved in the planning process.

- (b) Staff Planning Committee: In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

Composition and Meetings: The Committee shall be comprised of an equal number of representatives of the Hospital and from the Union. The number of representatives is to be determined, but shall consist of at least two (2) representatives from each party.

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

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

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

Accountability: The Committee shall submit its written recommendations to the Senior Management Team. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

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

14.02 **Homeworking**

Homeworking shall not be implemented without the consent of the Hospital and the Union.

14.03 **Notice of Layoff:**

(a) Union: There shall be at least five (5) months' notice to the Union in the event of a proposed layoff of permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) Employees: In the event of a layoff of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee have more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

It is understood that the notices provided in clauses (a) and (b) will run concurrently. When the Hospital issues initial layoff notices it shall post those notices in accordance with the Regulation 286 of the *Employment Standards Act (as amended)*. These postings will start the notice periods referenced in (b) above for any subsequent layoffs.

14.04 **Lay-off**

In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classifications. An employee who is subject to lay-off shall have the right to either:

(a) accept the lay off; or

- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit as long as the employee has the skill to perform the duties of the classification.

When a regular full time employee is not able to displace another full time employee in accordance with (b) above, the employee may displace a regular part time employee who has less seniority, and who is the least senior part time employee in a lower or identical paying classification in the bargaining unit as long as the employee has the skill to perform the duties of the classification. It is agreed and understood that in the application of this clause a full time employee would look at part time employees that are working as close to full time hours as possible. In the event of an occurrence the parties will meet to discuss the application of this provision.

When a regular part time employee is not able to displace another regular part time employee in accordance with (b) above, the employee may displace a full time employee who has less seniority, and who is the least senior full time employee in a lower or identical paying classification in the bargaining unit as long as the employee has the skill to perform the duties of the classification.

The decision of the employee to choose (a) or (b) above shall be given to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday, and holidays) following the notification of layoff. Employees failing to so do will be deemed to have accepted the layoff.

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

14.05 Severance and Retirement Options:

- (a) Severance Pay: Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employee will receive the balance of the notice as severance pay.
- (b) Retirement Allowance: Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits their right to notice and will receive severance pay on the basis of two (2) week's pay for

each year of service with the Hospital to a maximum of twenty-six (26) weeks; on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

In addition, such employees who chose to accept the retirement allowance as per this Article, the Hospital will provide to each employee, until they reach age 65, who are in receipt of the hospitals pension plan, benefits on the same basis as provided to active employees for semi private, extended health care and dental benefits. The Hospital shall contribute the same portion towards the billed premiums of these benefits as is contributed to the billed premiums of active employees.

NOTE: The Hospital shall offer all employees a retirement option as provided above, in order to avoid potential layoffs in the unit.

- (c) A full-time employee who has completed one year of service and:
- 1) whose layoff is permanent, or
 - 2) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of the Article,

shall be entitled to severance pay equal to the greater of two weeks' pay, or two (2) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

14.06 Recall

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled. The laid off employee has the right to refuse recall to a lower paying

position. Such refusal will not affect an employee's right to recall as provided herein.

No new employees shall be hired until all those laid off have been given an opportunity to return to work, and have failed to notify the Hospital of their intention in accordance with the following paragraph, or the employee has been found unable to perform the work available.

It is the sole responsibility of the employee who has been laid off to notify the Hospital of their intention within five (5) working days and to return to work within ten (10) working days (exclusive of Saturdays, Sundays and holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital. 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 their proper address being on record with the Hospital.

Where the employee fails to notify the Hospital of their intention to return to work in accordance with the above paragraph, the employee shall lose all seniority and be deemed to have quit the employ of the Hospital.

- 14.07** Benefits on Layoff: In the event of the layoff of a full-time employee, such employee who is entitled to the Extended Health and Dental benefits will be able to buy those benefits at 100% employee cost. The employee is responsible for making appropriate arrangements with the Hospital for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of 12 months from the date of their actual lay-off.

ARTICLE 15 - JOB POSTING

- 15.01** All new positions and vacancies in existing positions within the bargaining unit shall be posted on the job posting bulletin board for a minimum of seven (7) calendar days. The posting shall stipulate the qualifications, classification, rate and department concerned. Postings for regular part-time positions shall stipulate the number of days per week. Employees shall make written application during that period for the position to the Human Resources department. Any vacancy created by the granting of such application shall be posted on the bulletin board for a minimum of three (3) calendar days. A copy of each job posting for positions within the bargaining unit shall be forwarded to the Vice President. Should no applicant be considered suitable, or if there are no applications, the Hospital may fill the vacancy in such manner as it deems appropriate. The Hospital shall forward to the Vice President within seven (7) calendar days of appointment to a vacant position, the name of the successful applicant.

When filling vacancies, making staff reductions or rehiring, employees shall be selected on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.

An employee may not bid on a job vacancy for a period of four (4) months from the date of their last successful bid on a job vacancy.

The above statement does not preclude an employee from bidding on a job vacancy in a higher classification at any time.

15.02 In instances where by the introduction of modern office equipment, substantial changes in the personnel complement are effected, consideration will be given to present employees as to their suitability for any new positions created by the introduction of modern business equipment prior to the employment of new personnel.

15.03 Employees who are promoted or transferred from one job to another shall serve a period as determined by the Hospital to a maximum of two (2) months on a newly assigned job. If the employee who is transferred or promoted cannot perform to the satisfaction of the Hospital or if the employee so requests, the Hospital shall return the employee to their former position and former rate of pay.

Other employees who may have been promoted or transferred from within the bargaining unit, because of the promotion or transfer, shall be returned to their former position at their former rate of pay.

If an employee's former position has been eliminated the employee shall be allowed to bump as provided for in 14.04.

Employees who bump and then either cannot perform to the satisfaction of the Hospital, or determine they themselves cannot perform as required, will be allowed to rebump as provided in clause 14.04. Such rebump must occur within one (1) month of the start date of the new position.

15.04 In the circumstances where a position is increased or decreased in time with no substantial changes to the qualifications or job duties, the incumbent staff member shall have the opportunity to accept the increase or decrease in time, or, if the incumbent does not wish to increase or decrease their time, the full position shall be posted and the incumbent shall be laid off. Such laid off employee shall be entitled to those options outlined in 14.04.

ARTICLE 16 - CLASSIFICATIONS AND WAGE RATES

16.01 The classifications and corresponding wage rates as set out in Schedule "A" attached hereto will remain in effect from April 1st, 2003 to and including March 31st, 2007.

16.02 New and Changed Classifications

1. In the event that new classifications are created or former classifications are recreated, the Hospital will prepare a Job Description and based on its content, the Human Resources Department will assign a temporary salary class to that position. The position shall then be posted as per Article 15 and within six (6) months of the position being filled, the Job Evaluation Committee will meet with the goal of evaluating the new classification. For the purpose of this Article, when the new classification has been determined, and the incumbent does not wish to remain in the position as a result of the determination, the parties will meet to discuss implementation options for the incumbent.
2. In the event that changes occur in existing jobs, the employee shall submit a request with reasons for re-evaluation to their manager.
 - (a) If the Manager agrees with the request they shall send a letter of agreement to the Human Resources department with a copy of the employee's request. Human Resources shall advise the Union and send a Job Fact Sheet to the employee for completion. The job will be re-evaluated at the next scheduled Committee meeting after receipt of the completed job fact sheet.
 - (b) If the Manager disagrees with the request they shall send a letter of disagreement to the Human Resources department with a copy of the employee's request. Human Resources shall advise the Union. The parties will then meet and decide how to proceed with the employee's request for re-evaluation.
3. If agreement cannot be reached on the evaluation and /or implementation of the new or changed position, either party may refer the matter to arbitration as provided in Article 10.
4. As a result of a newly created job, any rate adjustment shall be

retroactive to the date the job was implemented. Any rate adjustment as a result of a change within an existing position will be retroactive to the date the initial request for a review was made to the Manager of the Department.

5. If changes to an existing classification result in a class maximum for a job lower than that previously in effect, the rate of the incumbent will be considered a "Red Circle" rate. "Red Circle" rates will disappear with attrition and promotion.
6. The following general principles shall apply to "Red Circle" rates:
 - a) If a regular employee is holding a temporary job that is re-evaluated to a lower paid clerical group, the employee's salary shall not be reduced until the temporary assignment is completed.
 - b) An employee holding a job due to a job posting shall be entitled to the "Red Circle" rate if he/she returns to his/her former position within a period specified in the Collective Agreement and his/her job has become "Red circled". Similarly, an employee in a "Red Circled" rate who accepts a promotion shall retain the right to her former "Red Circle rate should he/she return to his/her former job within the period specified in the Collective agreement; otherwise the employee will receive the evaluated salary for the new job.
 - c) An employee on authorized leave of absence (deemed to include, for the purpose of this article, sickness, accident, vacation, maternal/paternal leave, paid or unpaid leave of absence), and who returns to his/her regular job within the specified period, will be entitled to a "Red Circled" rate if his/her former job has become "Red Circled".
 - d) An employee on layoff who returns to his/her regular job within the period of time set out in the Collective Agreement will be entitled to a "Red Circled" rate if his/her former job has become "Red Circled".
7. If changes to an existing classification result in a class maximum for a job higher than that previously in effect, the incumbent's rate will move step to step to the appropriate level in the new salary range (i.e. the incumbent at the 2 year rate in the existing salary range will move to the 2 year rate in the new salary range).

16.03

When an employee transfers to a position in a higher paid clerical group, or

within their own clerical group the employee shall receive the wage in the salary range for the new position which is equal, or higher to the rate the employee was receiving prior to their transfer, and the employee shall progress within the new salary range in accordance with their length of service in the new job position.

- 16.04** An employee who is temporarily assigned duties in a higher salary rated classification for a period of at least two (2) consecutive working days in any one calendar year shall be paid the higher rate for the period. Each successive period of at least one (1) day in that same calendar year shall also be paid at the higher rate.
- 16.05** When an employee transfers to a position in a lower paid clerical group, the employee shall be placed at the same step of the salary range in the new group as the employee was at in their previous group.
- 16.06** An employee who is temporarily assigned duties in a lower paid clerical group shall maintain their higher rate of pay for all such time worked.
- 16.07** An employee will receive fifty cents (\$0.50) per hour responsibility pay when assigned supervisory duties by the Manager or Supervisor for a period of one half (½) shift or more.

ARTICLE 17 - PAYMENT OF WAGES

- 17.01** The Hospital agrees that wages shall be paid on a bi-weekly basis.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

- 18.01** Every employee shall give to the Hospital two (2) weeks notice of termination or any vacation pay accrued will be payable only in accordance with the Employment Standards Act.

ARTICLE 19 - HOURS OF WORK

Preamble

The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

It is understood that normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

- 19.01**
- (a) The regular shift for all full-time employees shall consist of seven and one-half hours (7 1/2) (exclusive of the meal period).
 - (b) The regular work week for all full-time employees shall consist of thirty-seven and one-half (37 1/2) hours (exclusive of the meal times).
 - (c) The work schedule shall be planned in such a way that employees receive at least one (1) weekend off in four (4) except where the employee has been hired expressly for weekends.
 - (d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime premium is paid.

19.02 Pre-determined schedules will be posted in a manner accessible to all employees, at least twenty-one (21) days in advance. Affected employees will be verbally notified of changes to the posted schedules.

Where an employee's scheduled shift is changed by the Hospital with less than twenty-four (24) hours notice, the employee shall receive time and one-half (1 1/2) for all hours worked on the changed shift, or if the shift is cancelled, on their next scheduled shift(s). In this instance, the employee shall be compensated at premium time for the same number of hours they would have received during the cancelled shift.

Requests for exchanging shifts must be submitted at least five (5) days prior to such shift, in writing to the Manager, or designate, and co-signed by the employees willing to exchange the shift. An employee shall not exchange or give away a shift to another employee without the prior approval of management.

19.03 In the event of an employee working in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week averaged over a four (4) week period, the employee shall receive overtime pay at a rate equal to one and one-half (1 1/2) times the regular hourly rate.

This premium is not payable if an employee exchanges shifts, and thus creates a situation whereby the employee works more than the shifting limit outlined above.

19.04 An employee who has completed their shift and left the premises and is called back to work shall be paid at the rate of time and one-half for all hours worked or four (4) hours' straight time whichever is greater.

19.05 **Shift Premium**

Employees shall be paid a shift premium of eighty-five cents (\$0.85) per hour for the entire shift if the majority of the hours worked fall between 1600 hours and 0800 hours. Shift premiums will not be paid for any hours in which an employee receives overtime, and shift premiums will not form part of the employee's straight time hourly rate.

Weekend Premium

An employee shall be paid a weekend premium of eighty-five cents (\$0.85) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday.

19.06 **Stand-by Premium**

A full-time or regular part-time employee required to be on stand-by shall receive stand-by pay in the amount of three dollars (\$3.00) per hour of stand-by, and if any employee is called in from such a stand-by, compensation will be paid at the rate of time and one-half of the regular rate of the employee for the hours worked.

Stand-by pay shall, however, cease when an employee is called in and works during the period of stand-by. The number of hours worked shall be deducted from the hours paid for stand-by.

19.07 All regular full-time employees will be allowed two (2) rest periods per day of fifteen (15) minutes duration without deduction in pay. All regular part-time employees shall be allowed a fifteen (15) minute rest period for each three and three-quarter (3.75) hours of work, without deduction in pay.

19.08 An employee will be paid time and one half for any shift scheduled to begin within sixteen (16) hours of the end of their last scheduled shift. Any change in a scheduled shift initiated by the employee and approved by the employer shall not result in overtime payment.

19.09 **Meal Allowance**

When an employee is required to and does work more than three (3) hours overtime he/she shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

19.10 Transportation Allowance

When an employee is required to travel on approved hospital business, the hospital shall pay transportation costs either by taxi or by his/her own vehicle at the rate of thirty five cents (\$0.35) per kilometre. The employee will provide to the hospital satisfactory proof of payment of such taxi fare.

ARTICLE 20 - PAID HOLIDAYS

20.01 The Hospital recognizes the following days as paid holidays:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

20.02 An employee who works their scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in Clause 20.01 above shall be paid time and one-half for such work. A full-time employee shall be granted a day off with pay at a time mutually agreed upon between the Hospital and the employee, within either the sixty (60) days preceding or the sixty (60) days following the holiday, provided however that where the Hospital decides that it is not feasible to give the compensating time off, the Hospital shall pay an additional day's pay. However, by mutual agreement between the employee and their Department Head in individual cases, such days may be accumulated over an agreed period to be taken at a mutually convenient time.

20.03 An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day, unless the employee presents to the employer proof of illness or non-occupational accident rendering them unable to perform their regular duties, in which case their absence from work will be treated as the paid holiday.

- 20.04** If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day added to their annual vacation in lieu thereof.
- 20.05** Each full-time employee who has completed the probationary period shall be entitled to three (3) floating holidays with regular pay. The second and third floating holiday may not be taken until the employee has completed six (6) months' employment. Time off for floating holidays shall be mutually agreed to by the Hospital and the employee. Such agreement shall not be unreasonably withheld.
- 20.06** In the event that some other day is proclaimed a Statutory Holiday by the Government of Ontario or the Government of Canada such day shall be substituted for one of the said floating holidays.
- 20.07** In order to qualify for each paid holiday, an employee designated as a full-time employee, must work the day before and the day after the holiday, unless such days are scheduled days off or scheduled vacation days. A paid holiday which falls during a period of paid sick leave will be deemed to be the paid holiday and such day will not be charged against sick leave credits.
- 20.08** Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two (2) times his/her regular straight time hourly rate for such additional authorized overtime.

ARTICLE 21 - SICK LEAVE

- 21.01** Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness, or injury rendering them unable to perform their regular duties as an employee and not compensable under The Workplace Safety and Insurance Act.
- 21.02** The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in current Hospitals of Ontario Disability Plan (HOODIP) brochure.
- 21.03** The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. 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 will be credited with their actual service.

21.04 Effective July 1, 1989, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on their regular straight time hourly rate. The "sick leave bank" shall be utilized to supplement payment for sick leave days under the new program which would otherwise be at less than full wages.

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

21.06 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.

21.07 **Unemployment Insurance Rebate**

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). 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.

21.08 An employee will not be entitled to sick pay during a period of lay-off or leave of absence without pay or during a vacation period.

21.09 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

21.10 When sick pay is claimed, proof of disabling sickness or accident will be furnished by a medical practitioner if requested by the Hospital. If an employee is charged by their physician for furnishing a medical certificate the Hospital will pay the cost of the medical certificate.

21.11 Employees on sick leave shall maintain an ongoing liaison with the Hospital and confirm their date of return to work from such sick leave with the Hospital to the extent necessary to accommodate scheduling arrangements.

- 21.12** The H.O.O.D.I.P. program and all benefits thereof will cease subject to the terms and conditions of the plan.

ARTICLE 22 - HEALTH AND WELFARE

- 22.01** Every full-time employee shall, as a condition of employment, on fulfilment of the eligibility requirements enrol in the Hospitals of Ontario Pension Plan in accordance with its terms.

- 22.02** The Hospital will contribute for regular full-time employees to Green Shield Extended Health Care or comparable coverage with another carrier an amount equal to 75% of the billed premium (\$10.00) (single) (\$20.00) (family) deductible (no co-insurance) subject to the terms and conditions of such Plan, and subject to the carrier's requirements as to minimum enrolment. In addition to the standard benefits, coverage will include a hearing aide allowance of \$500.00 every 36 months.

Effective 1st of the month following date of ratification, plan to provide coverage for children up to the age of twenty-five (25) and in full-time attendance at a post-secondary school.

- 22.03** The Hospital will contribute to the Green Shield Dental Plan 94 based on the previous year's O.D.A. Schedule of fees or comparable coverage with another carrier, for all full-time employees who have completed the probationary period an amount equal to 75 % of the billed premium, subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment. All eligible employees employed after the date of the Plan shall be required to enrol after completion of their probationary period as a condition of employment.

Participation by present employees who elect not to participate on the effective date shall be restricted to subsequent anniversary dates of the implementation of the Plan and without any waiting period.

Effective 1st of the month following date of ratification, orthodontic coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,000 per insured person.

Effective 1st of the month following date of ratification, plan to provide coverage for children up to the age of twenty-five (25) and in full-time attendance at a post-secondary school.

- 22.04** The Hospital will contribute to the Group Life Insurance Plan for regular full-time employees an amount equal to 100% of the billed premium subject to

the terms and conditions of the plan.

22.05 The Hospital will contribute to Green Shield semi-private hospital insurance or the equivalent for regular full-time employees an amount equal to 100% of the billed premium.

22.06 The Hospital will contribute for regular full-time employees to Green Shield Vision Care Plan of \$150.00 every 24 months or comparable coverage with another carrier an amount equal to 75% of the billed premium subject to the terms and conditions of the Plan.

Effective 1st of the month following date of ratification, plan to provide coverage for children up to the age of twenty-five (25) and in full-time attendance at a post-secondary school.

22.07 The Hospital will provide up to \$60.00 per calendar year, to each employee who is required by the hospital to wear safety footwear during the course of their duties. Payment will only be made upon presentation of a valid receipt.

22.08 **Benefits on Sick Leave**

Effective first of the month following date of ratification, the Hospital will pay the employer portion of the benefit premiums during the first thirty (30) months of absence due to illness.

22.09 **Benefits on Early Retirement**

The hospital will provide to all employees who retire and have not reached 65 and who are in receipt of the Hospital's Pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premium in advance.

ARTICLE 23 - VACATIONS

23.01 Employees who remain in the service of the Hospital less than six (6) months shall be allowed vacation pay in accordance with the Employment Standards Act.

23.02 After six (6) months' continuous service, an employee's vacation credits shall be deemed to have accrued monthly at the rate of one-twelfth (1/12) of the vacation with pay to which such employee would become entitled after one year of continuous service.

23.03 After one (1) year of continuous service, an employee will be entitled to two (2) weeks' vacation with pay and following the anniversary date of employment vacation pay shall accrue for each month of continuous service at the rate of one-twelfth (1/12) of two weeks' vacation with pay.

23.04 After two (2) years of continuous service with the Hospital, as of June 30th an employee shall be entitled to three (3) weeks' vacation with pay.

23.05 After five (5) years of continuous service with the Hospital, as of June 30th an employee shall be entitled to four (4) weeks' vacation with pay.

23.06 After fifteen (15) years of continuous service with the Hospital, as of June 30th an employee shall be entitled to five (5) weeks' vacation with pay.

23.07 After twenty-three (23) years of continuous service with the Hospital as of June 30th, an employee shall be entitled to six (6) weeks vacation with pay.

23.08 Supplementary Vacation

The following supplementary vacation is banked on the employees' anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

An employee who has completed thirty-five (35) years of continuous shall be entitled to an additional five (5) days vacation, with pay.

To clarify, every employee who has attended their 30th and 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

23.09 Part-time employees will be entitled to pro-rated vacation time based on the full-time entitlement. (ie: an employee who normally works two (2) days per week is entitled to two (2) scheduled days off with pay for each week of vacation entitlement). It is understood and agreed that part-time vacation pay will be paid in April of each year.

23.10 The Hospital will post a "Preferred Vacation List" by February 15th each year, until March 15th. Employees, in order of seniority, will then submit one preferred uninterrupted block of vacation days. On March 31st, the Preferred Vacation List will be posted, and employees will then enter their remaining choice of vacation dates, by seniority, prior to April 15th. A final vacation list will be posted by April 30th each year.

Failure of an employee to enter their preferred vacation dates by April 15th each year, will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.

Full-time employees may be allowed to break up one week of vacation to be taken one day at a time upon the approval of the Manager.

- 23.11** Should an employee become ill preceding their scheduled vacation period and should such illness continue into what would have been their vacation, the Hospital at its discretion may consider all or part of such time as sick leave in which case the vacation period would be rescheduled at a later date mutually agreeable to the Hospital and the employee.

If an employee becomes ill during their vacation period and is hospitalized as a result of such illness and presents to the Hospital confirmation of such hospitalization, all such time spent in hospital shall be considered sick leave, in which case the period of hospitalization will be rescheduled as a vacation period at a later date mutually agreeable to the Hospital and the employee.

ARTICLE 24 - GENERAL CLAUSES

24.01 Video Display Terminals

A pregnant employee required to operate a VDT may request reassignment to work which would not require operating a VDT.

On receipt of such request the Hospital will:

- a) assign the employee to other work for which they are qualified in their grade level which would not require operating a VDT; or
- b) assign the employee to lower grade work which would not require operating a VDT with no reduction in pay; or
- c) grant an unpaid pregnancy leave if no work is available which would not require operating a VDT.

ARTICLE 25 - LEAVES OF ABSENCE

25.01 (a) Bereavement Leave - Full-Time Employees

If the parent, guardian, step-parent, spouse, same sex partner, child,

step-child, brother/sister, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, of an employee dies, the employee will be granted three (3) consecutive scheduled working days off with pay in conjunction with the day of the funeral.

If the niece, nephew, aunt or uncle of an employee dies, an employee who is scheduled to work the day of the funeral will be granted the day off with pay.

(b) **Bereavement Leave - Part-Time Employees**

Leave for the death of a member of the immediate family (i.e. those family members as defined for full-time employees) of three (3) days without loss of regular straight time wages on scheduled shifts. Payment for such day or days off will be confined to the period from the date of death up to and including the date of the funeral.

25.02 Pregnancy & Parental Leave

- (a) An employee shall be entitled to pregnancy/parental leave in accordance with the Employment Standards Act.
- (b) The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery.
- (c) The employee shall give the Hospital two (2) weeks' notice in writing prior to the day upon which the employee intends to commence their leave of absence and shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated day upon which delivery will occur in their opinion.
- (d) An employee may, if they desire to return to work, shorten the duration of the leave of absence requested upon giving the Hospital four (4) week's notice of their intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that they are able to resume work.
- (e) The Hospital may require the employee to begin the leave of absence at such time as the duties of their position cannot reasonably be performed by a pregnant person or the performance of their work is materially affected by the pregnancy.
- (f) The employee shall, if requested by the Hospital, furnish medical

proof of fitness to resume employment following the leave of absence.

- (g) Credits for benefits under the provisions of the Collective Agreement or elsewhere, shall be retained up to the commencement of the leave except that in the case of an employee who has worked ten (10) or more days during the calendar month, such credits shall continue to accumulate to the end of that calendar month. Credit for seniority shall not be suspended but shall accumulate during such leave.
- (h) The Hospital will continue to pay its share of the cost of the subsidized employee benefits in which the employee is participating at the time of leave while an employee is on pregnancy/parental leave. Participation in the Hospital's pension plan will be at the option of the employee. If the employee opts to continue participation in the pension plan, the Hospital will continue to pay its share of the cost as provided above.
- (i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- (j) An employee intending to resume employment with the Hospital is required to advise the Hospital in writing two (2) weeks prior to the expiry of the leave of absence. Upon return to work following such leave, the employee will be returned to their former position or to work of a comparable nature at the same increment level of pay as the employee received prior to the commencement of the leave, in accordance with the provisions of this Collective Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Hospital during such leave of absence have not been resumed by the Hospital prior to the expiry thereof, the Hospital shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.
- (k) The leave of absence provided for under this Article may be extended by the Hospital upon application in writing to Human Resources.
- (l) An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to section 30, of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the employee's regular weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings to a maximum period of fifteen (15) weeks for a maternity leave.

- (m) An employee on parental leave as provided under this agreement who is in receipt of Unemployment Insurance Parental Benefits pursuant to section 30, of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of the employee's regular weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings to a maximum period of ten (10) weeks for a parental leave.

25.03 **Court Attendance**

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law as a witness, the employee shall not lose regular pay because of necessary absence from work due to such attendance, provided that the employee:

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

25.04 The Hospital may at its discretion, grant a leave of absence, without pay, to any employee requesting same for good and sufficient reason and shall reinstate such employee at the end of the agreed period or sooner without loss of seniority or salary standing.

25.05 At such time as the Union may request, the Hospital shall grant leave of absence without pay for a period not exceeding ten (10) days in any year to two members of the Union for the transaction of Union business, or for a longer period if mutually agreed upon. The Hospital will pay the regular salary to the employee and bill the Union for time lost by the employee during such leave of absence.

25.06 **Education Leave**

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

25.07 Upgrading Courses

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

It is agreed that education is a shared responsibility between the Hospital and the employees. As such, employees who are requested by the Hospital to attend short courses, workshops or seminars during their regularly scheduled work day shall not suffer a loss of wages. Furthermore, if it is scheduled outside their regularly scheduled work day, they shall be compensated at straight time.

ARTICLE 26 - NOTICES

26.01 The Union shall have the privilege of posting notices of meetings of employees and other approved notices at specified places on the Hospital's premises. The Hospital shall be furnished with copies of all such notices prior to their posting, and may require the Union to refrain from posting any notice which it considers objectionable.

ARTICLE 27 - BENEFITS FOR PART-TIME EMPLOYEES

27.01 Part-time and casual employees 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, save and except salary, vacation pay, standby pay, call-back pay, jury and witness duty, and bereavement pay) an amount equal to fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid.

It is agreed that regular part-time employees will receive vacation entitlement in a manner consistent with all present policies concerning vacation entitlement.

Article 21 - Sick Leave, and Article 22 - Health and Welfare apply only to regular full-time employees.

Effective January 1st, 1999, the percentage in lieu for those employees who are participating in the pension plan shall be reduced to ten percent (10%).

ARTICLE 28 - DURATION AND RENEWAL

28.01 This Agreement shall continue in full force and effect from the 1st day of April, 2003 until midnight on the 31st day of March, 2007.

28.02 If either party desires to terminate this Agreement as of midnight of the 31st day of March, 2007, it shall not less than fifteen (15) days and not more than ninety (90) days prior to such date give written notice to the other of such notice of termination.

28.03 If neither party shall so give notice to terminate this Agreement, it shall continue in effect from year to year after the 31st day of March 2007, subject to termination by either party on written notice to the other given not less than fifteen (15) days and not more than ninety (90) days prior to the 31st day of March in any subsequent year.

28.04 All negotiations for the renewal or amendment of this agreement shall be subject to the terms of the Ontario Labour Relations Act., R.S.O. 1980, Chapter 228 and any amendments thereto.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

**CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES
UNION, LOCAL 96 A.F. OF L.**

**THUNDER BAY REGIONAL HEALTH
SCIENCES CENTRE - C.I.O., C.L.C.**

SCHEDULE "A"
CLASSIFICATIONS AND SALARY RANGES

Group 1

Classification	Department	Date	Start	Year 1	Year 2	Year 3	Year 4	
Receptionist	Housekeeping	2.00%	Apr 1/02	15.549	15.650	15.756	15.863	15.966
Microfilm Clerk	Health Records	2.78%	Oct 16/02	15.981	16.085	16.194	16.304	16.410
Filing Clerk	Health Records	3.00%	Apr 1/04	16.461	16.568	16.680	16.793	16.902
Filing Clerk	Laboratory	2.60%	Apr 1/05	16.889	16.998	17.114	17.230	17.342
Emerg Clerk	Health Records	2.70%	Apr 1/06	17.345	17.457	17.576	17.695	17.810
Chart Assembler	Health Records							
Clerk Typist B	Health Records							
Adm/Discharge Clerk	Health Records							
Jr Payroll Clerk	Finance							
Asst Biller/Mail Clerk	Finance							
Asst I/P Biller	Finance							

Group 2

Classification	Department	Date	Start	Year 1	Year 2	Year 3	Year 4	
Clerk	Staff Development	2.00%	Apr 1/02	16.732	16.838	16.946	17.052	17.166
Colour Code Clerk	Diagnostic Imaging	2.78%	Oct 16/02	17.197	17.306	17.417	17.526	17.643
Receptionist	Rehabilitation	3.00%	Apr 1/04	17.713	17.825	17.940	18.052	18.173
*Receptionist	Maternity Centre	2.60%	Apr 1/05	18.174	18.289	18.406	18.521	18.645
*Receptionist	Chronic Pain	2.70%	Apr 1/06	18.664	18.783	18.903	19.021	19.148
OHIP Biller	Finance							
Cashier	Finance							
I/P Collector	Finance							
Clerk Typist	Health Records							
Clerk Typist	SPD							

Group 3**Classification**

Ward Clerk
 Admitting Clerk
 Receptionist
 Receptionist
 Receptionist
 Receptionist
 Receptionist
 Receptionist
 Senior A/P Clerk
 WSIB & O/P Clerk
 O/P Biller
 I/P Biller
 Clerk
 Stock Clerk
 Comm Operator
 Medical Records Clerk
 Purchasing Clerk
 Med Transcriptionist
 Med Transcriptionist
 Dietary Assistant

Department

Patient Services
 Admitting
 Laboratory
 Emergency
 Sex Assault/Dom
 Ambulatory Care
 Orthopaedics
 Regional Stroke
 Finance
 Finance
 Finance
 Finance
 Pharmacy
 Pharmacy
 Operations
 Health Records
 Purchasing
 Diagnostic Imaging
 Laboratory
 Dietary

	Date	Start	Year 1	Year 2	Year 3	Year 4
2.00%	Apr 1/02	17.748	17.854	17.960	18.063	18.170
2.78%	Oct 16/02	18.241	18.350	18.459	18.565	18.675
3.00%	Apr 1/04	18.789	18.901	19.013	19.122	19.235
2.60%	Apr 1/05	19.277	19.392	19.507	19.619	19.735
2.70%	Apr 1/06	19.798	19.916	20.034	20.149	20.268

Group 4

Classification	Department	Date	Start	Year 1	Year 2	Year 3	Year 4	
Receptionist	Diagnostic Imaging	2.00%	Apr 1/02	18.104	18.212	18.318	18.424	18.533
Receptionist	Cardio/Resp	2.78%	Oct 16/02	18.607	18.718	18.827	18.936	19.048
Receptionist	Regional Bookings	3.00%	Apr 1/04	19.166	19.280	19.392	19.504	19.620
Clerk	Operating Room	2.60%	Apr 1/05	19.664	19.781	19.896	20.011	20.130
Booking Clerk	Operating Room	2.70%	Apr 1/06	20.195	20.315	20.433	20.552	20.673
Clerk	Social Work							
Clerk	Cadiac Care/Cath							
Med Transcriptionist	Health Records							
Med Transcriptionist	Psychology							
Program Assist	ACT							
Technician III	Health Records							

Group 5

Classification	Department	Date	Start	Year 1	Year 2	Year 3	Year 4	
Sr Payroll Clerk	Finance	2.00%	Apr 1/02	18.466	18.576	18.685	18.793	18.904
Accounting Clerk	Finance	2.78%	Oct 16/02	18.979	19.092	19.204	19.315	19.430
Buyer	Purchasing	3.00%	Apr 1/04	19.549	19.665	19.781	19.895	20.012
Department Secretary	Laboratory	2.60%	Apr 1/05	20.057	20.176	20.295	20.412	20.533
		2.70%	Apr 1/06	20.599	20.721	20.843	20.963	21.087

Group 6

Classification	Department	Date	Start	Year 1	Year 2	Year 3	Year 4	
Expeditor	Maintenance	2.00%	Apr 1/02	18.832	18.941	19.051	19.159	19.265
Sr Buyer	Purchasing	2.78%	Oct 16/02	19.356	19.468	19.581	19.692	19.801
Regional Buyer	Purchasing	3.00%	Apr 1/04	19.936	20.052	20.168	20.282	20.395
Health Records Analyst	Health Records	2.60%	Apr 1/05	20.455	20.573	20.692	20.810	20.925
Health Records Admin.	Health Records	2.70%	Apr 1/06	21.007	21.128	21.251	21.372	21.490

LETTER OF UNDERSTANDING

between

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, LOCAL 96**

It is agreed between the above mentioned parties, that all sick leave credits will cease to accrue for all regular part-time employees as of March 31, 1981. Any regular part-time employee having accrued sick leave as at March 31, 1981, will in the event of illness be allowed to use sick leave credits accrued up to March 31, 1981.

It is also agreed that for the purpose of this Letter of Understanding the following provisions will apply:

Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or injury rendering them unable to perform their regular duties as an employee and not compensable under the Workers' Compensation Act.

Sick leave will be granted on the following basis:

- (a) Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits.
- (b) When sick pay is claimed, the Hospital reserves the right to demand proof of illness by medical certificate. At the Employer's discretion, an employee may not be allowed sick leave for the first two days of absence from work in the fifth and any succeeding period of absence because of sickness in any calendar year of employment, except where such employee has accumulated sick leave credits of at least 36 days as at the commencement of such fifth or succeeding period of illness, within each calendar year.

It is understood that this provision is to endeavour to eliminate the abuse of sick leave and that its application will contribute to the accumulation of sick leave credits in the event of a major illness.

- (c) Sick leave benefits will cease on termination of employment, or on reaching normal retirement age, or on death.

In case of layoff, this provision applies only to cases where the disability

commenced after notice of layoff.

- (d) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

Dated in Thunder Bay, Ontario, this _____, day of _____, 2006.

FOR THE UNION:

FOR THE HOSPITAL:

LETTER OF UNDERSTANDING

between

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, LOCAL 96**

Re: Students

It is agreed and understood that students maybe used as temporary employees when regular full time, part-time and casual employees are not available.

During such period they shall receive a student rate of \$8.00 per hour.

Dated in Thunder Bay, Ontario, this _____, day of _____, 2006.

FOR THE UNION:

FOR THE HOSPITAL:

LETTER OF UNDERSTANDING

between

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, LOCAL 96**

Re: Ward Clerk Call-Ins

The Staffing Office will endeavour to offer additional tours to Ward Clerks subject to the following:

1. Applicable to regular part-time and casual Ward Clerks,
2. A tour will be offered;
 - First to regular part-time Ward Clerks on the unit,
 - Secondly to casual Ward Clerks on the unit.
 - Thirdly to regular part-time Ward Clerks outside of the unit who are qualified to do the work available in order of seniority, and
 - Fourthly to casual Ward Clerks outside of the unit who are qualified to do the work available.
3. A tour will be deemed to be offered whenever a call is placed.
4. It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
5. For the purposes of training and development the above procedure shall not apply.
6. Either party may give sixty (60) days notice of their intent to discontinue the procedural guidelines as outlined by this Letter of Understanding. Should this occur however, the parties do agree to meet, prior to expiration of the notice period, to explore opportunities to continue with this agreement.

Dated in Thunder Bay, Ontario, this _____, day of _____, 2006.

FOR THE UNION:

FOR THE HOSPITAL:
