

Between:

**Thunder Bay Regional Health Sciences Centre
(hereinafter referred to as "the Hospital")**

And:

**Professional Institute of the Public Service of Canada Associates
(hereinafter referred to as "the Union")**

Expiry: September 30, 2019

COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

ARTICLE 1 — PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Thunder Bay Regional Health Sciences Centre (the Hospital) and the Employees covered by this Agreement; to provide for ongoing means of communication between the Professional Institute of the Public Service of Canada (the Union) and the Hospital and the prompt disposition of grievances and the final settlement of disputes; to establish and maintain mutually satisfactory remuneration, hours of work and other conditions of employment in accordance with the provisions of this Agreement; and to work together to secure the best possible care and health protection for patients.

The parties recognize that it is in their mutual interest to build positive relationships, which create and maintain a harmonious and positive labour relations working environment within the Hospital.

1.02 Plural or masculine terms may apply wherever the singular or feminine is used in this Agreement. It shall be considered as if the plural or masculine has been used where the context so requires.

ARTICLE 2 - DEFINITIONS

2.01 "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article 3.01.

2.02 "Union representative" means a member of the bargaining unit duly appointed by the Union in accordance with its by-laws and regulations.

2.03 "Arbitration Board" shall mean a three person board of arbitration as herein provided or a single arbitrator selected by the Hospital and the Union.

ARTICLE 3 - RECOGNITION

3.01 The Hospital recognizes the Professional Institute of the Public Service of Canada as the Bargaining Agent of all Radiation Therapists, Treatment Planners, Radiation Therapy Clinical Coordinator, Charge Radiation Therapist, Medical Physics Mechanical Technologist, Physics Associates and Physics Assistants employed by the Hospital, in the City of Thunder Bay, save and except Student Radiation Therapists, Supervisors and persons above the rank of Supervisor.

3.02 Professional Certification and Licensing Requirements

All Radiation Therapists, Treatment Planners and Radiation Therapy Clinical Coordinators as a condition of their continued employment with the Hospital are required to present to their Department Head within a period of not more than thirty (30) calendar days following their birthday each year their proof of current certification and licensing with the College of Medical Radiation Technologists of Ontario (CMRTO). Such time will be extended for satisfactory reasons where the CMRTO permits the employee's certificate to remain in effect.

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If the Employee's Certificate of Registration is suspended by the College of Medical Radiation Technologists of Ontario for non-payment of the annual fee, the Employee will be placed on non-disciplinary suspension without pay. If the Employee presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the Employee being placed on non-disciplinary suspension by the Hospital will result in the Employee being deemed no longer qualified and the Employee shall be terminated from the employ of the Hospital. Such termination shall not be the

1 subject of a grievance or arbitration.

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Where an Employee is in a position other than in a Radiation Therapist position with duties and responsibilities, which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

The parties agree that current CPR certification is mandatory for all employees. Where the Hospital authorizes the Employee to attend recertification training within her regularly scheduled working hours, the Employee shall suffer no loss of regular pay. Where the Hospital requires the Employee to attend this training outside of her regularly scheduled working hours, the Employee shall be paid for all time spent in attendance at her regular straight time rate of pay. If an Employee allows her certification to lapse, the Employee must obtain recertification on her own time and at her own expense.

3.03

Categories of Employees

(a) A full-time Employee is one who is regularly scheduled to work thirty (30) hours per week or more.

(b) A part-time Employee is one who is regularly scheduled to work less than thirty (30) hours per week.

(c) A term Employee is one who is appointed to a position or vacancy for a specified term or duration. Term Employees may be hired for a specific purpose, for either a definite or an indefinite term, as follows:

(i) To replace an Employee who is absent from work, whether because of a personal leave of absence, sick leave, pregnancy leave or otherwise, in which case the period of term employment shall not exceed the absentee's leave, or twelve (12) months, whichever is the shorter period; or

(ii) To perform a special non-recurring task or project, in which case the period of term employment shall not exceed twenty-four (24) consecutive months.

The Union shall be notified in writing of all term appointments expected to be twelve (12) months or longer.

Upon the written consent of the Union, the period of term employment specified in (i) or (ii), above, may be extended for an additional period.

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In the event that the Hospital extends a term appointment, as provided above, the Union shall be notified in writing at the time the Hospital decides that such an extension will be necessary.

A full-time term Employee who has been appointed for a period of twelve (12) months or longer, shall be entitled to participate in the Hospital's benefit plans, as provided under Article 20. It is understood and agreed that such Employees shall not be entitled to receive percentage-in-lieu-of-benefits payments.

It is understood that a term Employee may be terminated for any reason during the period of her employment at the sole discretion of the Hospital without recourse to the grievance or arbitration procedure.

In the event that a term Employee is appointed to a permanent position, she shall be considered as a probationary Employee as provided under Article 11.01 (b). Upon the successful completion of the probationary period in a permanent position to which a temporary employee has been the successful applicant, she shall then be credited with the appropriate seniority and service inclusive of the period of her prior temporary employment since their most recent date of hire.

(d) A casual Employee is an Employee who is employed on a casual or ad hoc, as needed basis. Casual Employees are not entitled to accrue seniority or service and shall not be eligible to participate in the Hospital benefit plans or receive any in lieu of benefits payment. It is understood that a casual Employee may be terminated for any reason during the period of their employment at the sole discretion of the Hospital without recourse to the grievance or arbitration procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes that the management of its operations and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and without restricting the foregoing; the Union acknowledges that it is the exclusive function of the Hospital to:

(a) Maintain order, discipline and efficiency;

(b) Hire, assign, retire, discharge, direct, demote, promote, classify, transfer, lay off, recall and suspend or otherwise discipline Employees who have completed their probationary period, for just cause, provided that any such action contrary to the provisions of the Agreement may be subject to a grievance and dealt with as provided herein;

(c) Determine, in the interest of efficient operation and highest standard of service, including research and education, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;

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(d) Generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith;

(e) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the Employees.

4.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

4.03 No Employee shall be required or permitted to make a written or verbal agreement with the Hospital or its representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Hospital and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any Employee because of her membership activities on behalf of the Union, or non-membership in the Union, or by reason of exercising her rights under the Collective Agreement.

5.02 Both parties agree to abide by the provisions of the *Ontario Human Rights Code*, as amended.

5.03 Both parties agree that the Hospital policy on harassment will apply.

ARTICLE 6 - NO STRIKES. NO LOCKOUTS

6.01 The Union agrees there will be no strikes and the Hospital agrees there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 - UNION SECURITY

7.01 The Hospital will deduct from each Employee covered by this Agreement, an amount equal to the regular monthly Union dues designated by the Union.

7.02 Such dues shall be deducted monthly and in the case of new Employees, such deductions shall commence on the first of the month following the date of hire.

7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Executive Secretary of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's exclusive authority to make the deduction specified.

7.04 In consideration of the deducting and forwarding of the Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising from the operation of this Article.

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- 7.05 The amounts so deducted shall be remitted monthly to the Executive Secretary of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of Employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Union representative, if any.
- 7.06 The Hospital agrees that an officer of the Union or Union representative shall be allowed up to fifteen (15) Minutes during regular working hours to interview newly hired Employees, to discuss Union business, during the new Employee's first month of employment. During such interview, membership forms may be provided to the Employee.
- 7.07 The Hospital will provide each Employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for Income Tax purposes, where such information is, or becomes, readily available through the Hospital's payroll system.
- 7.08 During the orientation process, the Hospital will provide each new Employee with a copy of the current Collective Agreement.
- 7.09 The Union agrees there shall be no Union activity, solicitation for membership, or collection of Union dues on the Hospital's premises except with the written permission of the Hospital or as specifically provided for in this Agreement.

ARTICLE 8 — REPRESENTATION AND COMMITTEES

8.01 Recognition of Union Stewards and Grievance Committee

The Centre will recognize up to three (3) Stewards. The Stewards shall be employees of the Centre, who have completed their probationary period and acquired and retained seniority status.

8.02 Permission to Leave Work

The Union acknowledges that the Stewards and members of the Grievance Committee have regular duties to perform on behalf of the Hospital, and that such employees will not leave their regular duties without first obtaining permission from their immediate Supervisor and on resuming regular duties they will report back to their respective Supervisor. Such permission will not be unreasonably withheld. In accordance with this understanding, such members of the Grievance Committee attending grievance procedure meetings within their regular working hours, under the grievance procedure up to but not including arbitration, will not lose pay as a result of such attendance.

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8.03 Negotiating Committee

The Hospital will recognize a Negotiating Committee of up to three (3) employees to negotiate renewal Agreements with the Hospital. Members of the Negotiating Committee, who are in the employ of the Hospital may attend negotiations meetings held with the employer within working hours without loss of remuneration. The Union will provide at least 2 weeks' notice to request time off for Union Meetings, except when such notice is not reasonably possible.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Hospital, up to but not including arbitration. It is understood that any travel expenses, which may be incurred as a result of Union representatives attending any meetings with the Hospital pertaining to negotiations including conciliation, mediation and arbitration, shall be the sole responsibility of the Union.

8.04 Labour-Management Committee

The parties agree to appoint a joint Labour-Management Committee of up to two (2) Employees appointed by the Union and up to two (2) representatives appointed by the Hospital. The members of the Labour-Management Committee may meet from time to time to discuss matters of mutual concern and interest between the parties during the term of this Agreement, at such times as the parties may mutually agree.

It is understood that this committee shall not have the authority to discuss or resolve any grievance or matter or issue which is properly the subject matter of negotiations of the Collective Agreement.

The duties of the Chairperson and Secretary shall alternate between the parties. Agenda items will be exchanged in writing at least two (2) calendar weeks prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

Employee representatives attending such Labour-Management Committee meetings shall be paid for wages lost from regularly scheduled working hours. It is understood that any travel expenses, which may be incurred as a result of Union representatives attending meetings with the Hospital, shall be the sole responsibility of the Union. The Union's Staff Representative and a representative from the Hospital's Human Resources Department may also attend such meetings as may be requested, provided that prior notice has been given to the other party.

8.05 Time Off for Meetings

The Union shall have the right to have the assistance of a representative or advisor of the Professional Institute of The Public Service of Canada.

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8.06 The Hospital shall grant permission for access to its premises to a representative of PIPSC for the purposes of investigating grievances or attending Hospital approved meetings. The PIPSC representative shall have access to the premises only by prior approval of the Hospital.

8.07 The Union will inform the Hospital's Human Resources department and designated Hospital Representatives at the Hospital of the names of the Union representatives and/or committee members and officers of the Union and the effective date of their appointments.

8.08 All correspondence between the Hospital and the Union arising out of this Agreement shall pass to and from the Union's Hospital contact or the Union's PIPSC Staff Representative, and the designated Hospital Representative at the Hospital.

8.09 Health and Safety

The Hospital and the Union agree to abide by the provisions of the Occupational Health and Safety Act. The Union shall have the right to appoint one member of the bargaining unit to the Hospital's Joint Health and Safety Committee.

The Hospital agrees to provide the Employee with a copy of the relevant WSIB form at the same time as it is sent to the Board.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 For the 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.

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an Employee is entitled to be represented by a local Hospital Union representative, if available. Representation may be provided via teleconference.

9.03 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 she has first given her immediate Supervisor the opportunity of responding to the complaint. Such complaint shall be discussed with her 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.

Failing settlement of the complaint within nine (9) calendar days of being so discussed with the immediate Supervisor, it may then be taken up as a written grievance at Step No. 1, within nine (9) calendar days following the date on which the Employee has been advised of the Supervisor's decision, or failing any reply it may then be taken up as a written grievance at Step No. 1 within a period of fourteen (14) calendar days following the initial complaint.

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Step No. 1

The Employee, with the assistance of a steward or representative from the institute, if available, may submit a written grievance, signed by her, to the Manager. The nature of the grievance, the remedy sought and the section or sections of the Agreement, which are alleged, to have been violated shall be set out in the grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Manager will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to her (or any longer period which may be mutually agreed). Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within nine (9) calendar days of the decision under Step No. 1, the Employee, with the assistance of a steward or representative from the institute, if available, may submit the written grievance to the Hospital's designated Hospital Representative for Step 2. A meeting will then be held, within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties, between the Hospital's Management Representatives and a Union representative. It is understood that the Griever may attend this meeting. A decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 9.04 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 from the time that the circumstances giving rise to the complaint or grievance were known or should have been known to the Union or the Hospital, and the grievance process shall apply, with any necessary modifications, to the Union policy grievance or the Hospital grievance, as the case may be. A member of the Hospital's Union Executive and/or a Union Staff Representative shall sign a Union policy grievance.
- 9.05 Where a number of Employees in the Hospital have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance in writing signed by each Employee who is grieving to the Manager responsible for their department, or alternate, within fourteen (14) calendar days after the circumstances giving rise to the grievance were known or ought reasonably to have been known to the Employees. The grievance shall then be treated, as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.06 The release of a probationary Employee for reasons based on performance and ability to do the job, including skills suitability and availability shall not be subject to the grievance procedure unless the probationary Employee is released for:
- (a) Reasons which are arbitrary, discriminatory or in bad faith;
 - (b) Exercising a right under this Agreement.

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The Hospital agrees to provide written reasons for the release of a probationary Employee within seven (7) days of such release.

A claim by the Union that a probationary Employee has been unjustly released shall be treated as a grievance, provided the Employee is entitled to grieve, if a written statement of such grievance is lodged by the Employee with the designated Hospital Representative at Step No. 2 within seven (7) days after the date the release is affected. Such a grievance shall be treated as a special grievance as set out below.

The Hospital agrees to provide written reasons within seven (7) calendar days to the affected Employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed her probationary period, without just cause.

A claim by the Union that an Employee, who has completed her probationary period, has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the designated Hospital Representative at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (i) Confirming the Hospital's action in dismissing the Employee; or
- (ii) Reinstating the Employee with or without loss of seniority and with or without full compensation for the time lost; or
- (iii) By any other arrangement which may be deemed just and equitable.

9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

9.08 Either party may notify the other party in writing of its desire to submit the grievance to arbitration. Upon receipt of the notice, the other party shall acknowledge receipt in writing. Both parties shall then endeavour to select an impartial arbitrator to hear and resolve the grievance. Should the parties be unable to agree on an arbitrator within fourteen (14) calendar days after receipt of the request, either party may then request the Ministry of Labour for the Province of Ontario to appoint a sole arbitrator.

9.09 Upon mutual agreement of the parties in writing, an Arbitration Board composed of one nominee from each party and a Chairperson appointed by the nominees may be substituted for a sole arbitrator. The time limits and procedures set out in Clauses 9.06 and 9.07 shall apply to the appointment of nominees and the Chairperson. Each party will pay the fees and expenses, if any, of its own nominee and shall share equally the fees and expenses, if any, of the Chairperson.

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- 9.10 The arbitrator shall hear and determine the grievance. The decision of the arbitrator shall be final and binding upon the parties and upon the Employee(s) affected by it.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.13 Each of the parties hereto will share equally the fees and expenses, if any, of the arbitrator.
- 9.14 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.
- 9.15 The parties may agree to waive or extend any of the time limits established in the grievance and arbitration procedures.
- 9.16 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the times specified, provided that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specified time limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.
- 9.17 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.
- 9.18 Paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any of the steps of the grievance and arbitration procedure.

ARTICLE 10 - ACCESS TO EMPLOYEE'S PERSONNEL FILES

- 10.01 A copy of any completed evaluation, which is to be placed in an Employee's file, shall be first reviewed with the Employee. The Employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the Employee. A copy of the evaluation will be provided to the Employee at her request.

An Employee has the right to respond, in writing, to any document contained within the Employee Personnel File within two (2) weeks of receipt of the document. Such a reply shall remain part of the permanent record as long as the original document being referred to remains part of the file.

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Each Employee shall have reasonable access to all her files for the purpose of reviewing the contents in the presence of her Supervisor or representative of Human Resources.

- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee eighteen (18) months after the date of the letter of reprimand, end of suspension or other disciplinary action, provided that the Employee has not incurred further discipline within the eighteen (18) month period. Leaves of absence in excess of two (2) months will not count towards the eighteen (18) month period.

ARTICLE 11 - SENIORITY

11.01 (a) Seniority

Seniority is defined as the length of continuous service in positions within the Bargaining Unit of a full-time or part-time Employee since the Employee's last date of hire at the Hospital and shall include service at the Hospital with the Hospital prior to the certification of the Union.

(b) Probationary Period

Each newly hired full-time Employee shall serve a probationary period of three (3) consecutive calendar months worked (450 hours worked in the case of a part-time Employee) of continuous employment from the date of last hire. The discharge of a probationary Employee shall not be subject to the grievance or arbitration procedure, unless the termination is for reasons that are arbitrary, discriminatory or in bad faith, or due to the Employee exercising a right under this Agreement. With the written consent of the Hospital and the Union, such probationary period may be extended. After the successful completion of the probationary period, seniority shall be effective from the date of last hire. Thereafter, seniority shall accrue as set out in this Agreement.

(c) An Employee who transfers from part-time status to full-time status, or vice versa, shall not be required to serve a probationary period where she has previously completed one since her last date of hire. The number of hours worked immediately preceding the transfer shall be credited towards the probationary period if the probationary period has not yet been completed.

(d) Term Employees shall not accrue seniority except as otherwise provided under Article 3.03 (c). However, a part-time Employee who fills a term position shall not lose her status as part-time and will continue to accrue seniority during the period of the term appointment.

- 11.02 A seniority list for full-time and part-time bargaining unit Employees who have completed their probationary period shall be prepared by the Hospital as of December 31st of each year and shall be posted on the Hospital's Intranet and one (1) copy sent to the Union on or before February 1st of the following year. The seniority list shall include each Employee's job classification and status and each Employee's seniority with the Hospital.

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No objection to the seniority list may be taken by the Union or by any Employee unless notice of objection is given by the Union or an Employee to the Hospital within one (1) month after the Hospital has posted and furnished to the Union the seniority lists in which the item first appeared. Part-time Employees* seniority will be expressed in terms of total regular hours paid since the most recent date of hire.

11.03 (a) Seniority and service for a part-time Employee shall be calculated on the basis of 1725 hours worked equals one (1) year of full-time seniority. No part-time Employee shall accrue more than 1725 hours worked of seniority in any one-year period.

(b) An Employee's full seniority and service shall be retained by the Employee in the event that she is transferred within a particular Hospital from full-time to part-time or vice versa. An Employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1725 hours worked for each year of full-time seniority and service. An Employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority and service for each 1725 hours worked, Any time worked in excess of an equivalent shall be prorated at the time of transfer.

11.04 Effect of Absence

(a) Except as otherwise provided under the pregnancy leave and parental leave provisions of this Collective Agreement, during an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for the absence in excess of thirty (30) continuous calendar days, for purposes of salary increment, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the Employee's service date adjusted accordingly for the entire period of the absence in excess of thirty (30) continuous calendar days.

Payment of Premium for leave in Excess of 30 Calendars Days

(b) In addition, except as otherwise provided under the pregnancy leave and parental leave provisions of the Collective Agreement, during an unpaid leave of absence exceeding thirty (30) continuous calendar days, the Employee will become responsible for full payment of the subsidized Employee insured benefits in which the Employee is participating for the period of absence in excess of thirty (30) continuous calendar days, except that the Hospital will continue to pay its share of the premium for up to thirty (30) months while the Employee is in receipt of WSIB benefits.

Accrual of Seniority

(c) It is further understood that during the portion of such unpaid absence in excess of thirty (30) continuous calendar days, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during

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the period of absence in excess of thirty (30) continuous calendar days. Notwithstanding this provision, seniority shall accrue if an Employee's absence is due to disability resulting in WSIB benefits or Long Term Disability benefits including the period of the disability program covered by Employment Insurance.

11.05

An Employee shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) Resigns and does not revoke the resignation within twenty-four (24) hours; ;
- (b) Retires in accordance with Hospital policy;
- (c) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) Has been laid off for twenty-four (24) calendar months;
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) Fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilize a leave of absence for purposes other than that for which the leave was granted;
- (g) Fails to report for work within the time specified in the Hospital's policy and procedure manual, or if she has received medical advice to return to work within seven (7) calendar days after the date of her last day of work, she fails to report for work within the time specified in the Hospital's policy and procedure manual, or if she has received medical advice to return to work within seven (7) calendar days after the date of her last day of work, she fails to report for work within the time specified in the Hospital's policy and procedure manual;
- (h) is absent from work due to illness or disability for a period of twenty-four (24) months from the time such absence commenced.

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

11.06

Transfer Out of the Baraainino Unit

(a) If an Employee transfers to a temporary assignment outside of the bargaining unit not exceeding six (6) months' duration, she shall continue to accumulate seniority, service and benefits during this period and will be returned to a position in the bargaining unit without loss of seniority, service or benefits. Upon mutual agreement of the parties, the period of temporary assignment may be extended. No Employee shall be transferred to a position outside the bargaining unit without her consent.

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(b) If an Employee transfers to a permanent position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. An Employee shall have the right to return to her position or equivalent, in this bargaining unit with no loss of rank, seniority or benefits within six (6) months of leaving the bargaining unit or such other period as may be mutually agreed between the parties and confirmed in writing.

(c) During a temporary assignment of six (6) months or less, an Employee shall continue to pay union dues.

11.07 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, the layoff of any Employees other than casual part-time Employees follows.

ARTICLE 12 - JOB POSTING

12.01 (a) Where a new regular full-time position or regular part-time position is established or regular full-time or regular part-time or full-time term vacancy of six (6) months or more occurs which the Hospital requires to be filled, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Subsequent permanent job vacancies resulting from the filling of the first vacancy shall be posted for seven (7) consecutive calendar days. In filling vacancies first priority shall first be given to bargaining unit members prior to considering external applicants.

Applications for such vacancies shall be in writing within the seven (7) day period of the initial posting. Regular part-time Employees may be considered for full-time term positions.

(b) The posted notice of a permanent job vacancy or term vacancy shall indicate the status of the position (full-time, part-time or term position), the classification title, the required qualifications, and the salary rate or range.

(c) The successful candidate shall be selected for positions on the basis of their skills, ability, experience and qualifications. Where these factors are relatively equal amongst Employees considered, seniority shall govern provided that the successful applicant, if any, is qualified to perform the available work. If no qualified Employee applies, the Hospital may then hire a new Employee from outside the bargaining unit. Nothing herein shall prevent the Hospital from temporarily filling or choosing not to fill the vacancy until such time that the successful candidate is available to fill the position.

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(d) Where an applicant has been selected in accordance with this Article she requests within a thirty (30) working day period to return to her former job or it is determined within a sixty (60) working day period that she cannot satisfactorily perform the job to which she was promoted or transferred, the Hospital will return her to her former job without loss of seniority and the filling of subsequent vacancies will likewise be reversed. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

(e) The name of the successful applicant shall be posted by the Hospital. Unsuccessful applicants shall be notified verbally at the same time. At the request of an Employee, the Hospital will discuss with an unsuccessful applicant ways in which she can improve qualifications for future postings. The successful applicant shall not be considered for any other vacancies during their probationary period or trial period, except if the Employee is filling a term position or if the Employee is a part-time Employee who is seeking a regular full-time position.

(f) The Hospital shall not be required to post a term vacancy not exceeding six (6) months duration.

(g) The Hospital shall have the right to fill any vacancy on a temporary basis until the posting procedure has been complied with and/or until arrangements have been made to find a replacement if an internal Hospital applicant has been selected to fill the vacancy and been assigned to the job. In the event that an internal Hospital applicant has been the successful candidate, it is understood that the appointment to a position may be delayed by the Hospital to a maximum period of three (3) months until such time that a replacement has been found, unless a longer period is otherwise agreed to by the Employee concerned.

(h) The Hospital shall not be required to post a vacancy where a position has been posted and a successful applicant has been chosen and subsequently becomes vacant as a result of the trial period Article 12.01 (d) above, a new posting need not be completed but the previous applicants will be considered.

ARTICLE 13 - LAYOFF AND RECALL

13.01 In the event of a proposed layoff by the Hospital of a permanent or long term nature affecting full-time and/or regular part-time Employees, the Hospital will:

(a) Provide the Union with no less than four (4) months notice of such layoff and;

(b) Meet with the Union to review the following:

(i) The reasons causing the layoff;

(ii) The service, which the Hospital will undertake after the layoff;

(iii) The method of implementation including the areas of cutback and the Employees to be laid off.

In the event of a proposed layoff by the Hospital which is not of a permanent or long term nature or a cutback in service which will result in displacement of regular full-time or regular part-time staff, the Hospital will provide the Union with no less than 30 calendar days notice. Notice shall not be required in the case of

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a cancellation of all or part of a single scheduled shift, provided that Article 17.05 has been complied with, or in the case of a work disruption. In the case of a work disruption Employees may utilize their accrued vacation and lieu time, if available. If requested, the Hospital will meet with the Union to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on Employees in the bargaining unit.

Notice of layoff to Employees shall be in accordance with the provisions of the Employment Standards Act.

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

13.02

(a) In the event of layoff the Hospital shall lay off Employees in the reverse order of their seniority within their classification, providing that there remain on the job Employees who then have the ability and are qualified to perform the work. Layoff shall be separate for full-time and part-time Employees.

(b) An Employee who is subject to layoff of a permanent or long-term nature shall have the right:

(i) To accept the layoff, or

(ii) Displace an Employee who has lesser bargaining-unit seniority and who is the least senior Employee in a lower or identical-paying classification in the bargaining unit if the Employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such Employee so displaced shall then become the subject of this layoff provision.

(c) All permanent and temporary vacancies as specified under Article 12 shall be posted in accordance with the relevant provisions of Article 12 prior to any Employee who is on layoff being recalled to such available openings.

(d) Employees who have been laid off may apply for such posted vacancies. All candidates who apply shall be considered for such vacancies in accordance with the criteria set out under Article 12.01 (c).

(e) Where there has been no successful applicant to the posted vacancy, an Employee who has been previously laid off shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability to perform the work.

Notwithstanding this provision, upon mutual agreement between the Hospital and the Union, the requirements to post such available vacancies may be waived or such other arrangement as may be agreed upon shall apply.

13.03

Prior to the layoff of any full-time or regular part-time Employee as provided above, the working hours of the casual, temporary and probationary Employees in the classification affected shall be reduced first.

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- 13.04 Employees on layoff or notice of layoff shall be given preference for temporary vacancies, 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. The period worked in filling such temporary recall vacancies shall not impact upon the original period of recall rights as provided under Article 11.05 (d).
- 13.05 Full-time Employees who have been recalled to a temporary position as provided under 13.04 shall be considered as a part-time Employee while filling such a temporary position and as such shall be eligible to receive the percentage in lieu of benefits payment as provided under Article 20.05 during their period of temporary recall provided that the Employee is not in receipt of any Hospital subsidized benefits.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Personal Leave of Absence

Written requests for a personal leave of absence without pay will be considered on an individual basis, in accordance with Hospital policy taking into account operational requirements. Such requests are to be made in writing to the Manager as far in advance as possible and in any event not less than fourteen (14) calendar days prior to the date of leave except in cases of an emergency. A written reply will be provided to the employee within fourteen (14) days from the date of receipt of the request.

14.02 Leave With Pay for Family-Related Responsibilities

Employees may utilize accrued lieu time or accrued vacation for situations of Emergency Leave as recognized under the Ontario Employment Standards Act. Employees who qualify may take an unpaid leave for Family Medical Leave, pursuant to the Employment Standards Act. Employees who qualify may also be eligible for Compassionate Care Benefits, pursuant to the Employment Insurance Act.

14.03 Union Leave

Leave of absence for Union business shall be given with pay up to an aggregate maximum total of fifteen (15) days per calendar year for Employees in the Bargaining Unit provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

(a) Not more than two (2) Employees from the Hospital shall be granted such leave at the same time.

(b) A request must be made in writing by the Employee to the Hospital at least four (4) weeks prior to the commencement of the function for which leave is requested, except where such notice was not reasonably possible.

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(c) During such leave of absence, an Employee's regular salary and applicable benefits, or percentage in lieu of fringe benefits, shall be maintained by the Hospital. The Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time Employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time Employee. The Hospital will bill the Union.

14.04 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

(b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) The Employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof. The Employee shall be reinstated to her former position unless the position has been discontinued in which case the Employee shall be subject to layoff.

(d) Employees newly hired to replace Employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration.

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

(e) The Hospital may request an Employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy. Pregnant employees may request to be transferred from their current duties. If such a transfer is not feasible, the pregnant Employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave. The parties recognize their joint responsibilities to accommodate a pregnant Employee in accordance with the Ontario Human Rights Code prior to pregnancy leave if, in the professional opinion of the Employee's physician, the pregnancy may be at risk.

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(f) Pregnancy Leave SUB Payment

A full-time Employee who is on pregnancy leave as provided under this agreement and who has completed at least ten (10) months of continuous service with the Hospital immediately prior to commencement of her pregnancy leave and who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her weekly earnings and the sum of tier weekly rate of Employment Insurance Pregnancy Benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments 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.

(g) Seniority and 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 continue to accrue in accordance with the Employment Standards Act during pregnancy leave. In addition, the Employee shall be eligible to continue to participate in the benefit plans in which she was participating prior to the commencement of her pregnancy leave. Prior to the commencement of her pregnancy leave, the Employee shall indicate in writing those insured benefits including pension in which she wishes to continue participating and those in which she does not wish to continue to participate. It will be implicit for the Hospital that failure to provide such notification, in writing, by the Employee will indicate a desire to discontinue all benefits during this period. During the pregnancy leave, the Hospital shall continue its contributions to its portion of premium payments for all applicable insured benefits including pension in which the Employee has so elected to continue to participate. The Employee shall become responsible for the payment of her portion of subsidized Employee benefits including pension contributions in which she has so elected to continue to participate and shall make appropriate arrangements for payment of her portion of benefit premiums including pension with the Hospital prior to the commencement of her pregnancy leave.

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14.05

Parental Leave

(a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

(b) An Employee who becomes a parent through the birth or adoption of a child is eligible to be granted parental leave without pay for a single period of up to thirty-five (35) consecutive weeks duration or thirty-seven (37) consecutive weeks where the Employee is subject to a waiting period provided under the Employment Insurance Act.

(c) The period of parental leave without pay shall end:

(i) Where the period of maternity leave without pay as described in Article 14.04 above, is followed by a period of parental leave without pay taken by the Employee, or in the case of a couple both employed by the Hospital, by the Employee's spouse, no later than fifty-two (52) weeks after the child is born;

(ii) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.

(d) An Employee who intends to request parental leave without pay shall notify the Hospital at least two (2) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.

(e) The Hospital may require an Employee to submit a birth certificate or proof of adoption for the child.

(f) Parental leave without pay taken by a Hospital couple shall not exceed a total of thirty-five (35) weeks for both Employees combined, or thirty-seven (37) consecutive weeks where one of the Employees is subject to a waiting period provided under the Employment Insurance Act.

(g) Employees newly hired to replace Employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration.

(h) The Hospital will outline to Employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

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(i) A full-time Employee on parental leave who has completed at least ten (10) months of continuous service with the Hospital immediately prior to the commencement of parental leave and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Standards Act shall be paid a supplemental unemployment benefit.

That benefit shall be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings, and the sum of her weekly rate of Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the Employee is in receipt of such benefits for a maximum period of ten (10) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments 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.

(j) Seniority and 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 continue to accrue in accordance with the Employment Standards Act during parental leave. In addition, the Employee shall be eligible to continue to participate in the benefit plans in which she was participating prior to the commencement of her parental leave. Prior to the commencement of her parental leave, the Employee shall indicate in writing those insured benefits including pension in which she wishes to continue participating and those in which she does not wish to continue to participate. It will be implicit for the Hospital that failure to provide such notification, in writing, by the Employee will indicate a desire to discontinue all benefits during this period. During the parental leave, the Hospital shall continue its contributions to its portion of premium payments for all applicable insured benefits including pension in which the Employee has so elected to continue to participate. The Employee shall become responsible for the payment of her portion of subsidized Employee benefits including pension contributions in which she has so elected to continue to participate and shall make appropriate arrangements for payment of her portion of benefit premiums including pension with the Hospital prior to the commencement of parental leave.

14.06

Prepaid Leave Plan

Employees are eligible to participate in the Hospital's Prepaid Leave Program, funded solely by the Employee, subject to the terms and conditions as set out in the Hospital's Human Resources Policies and Procedures Manual.

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14.07 Education Leave

(a) Leave of absence, with or without loss of seniority, may be granted for the purpose of further education directly related to the Employee's employment upon written application by the Employee.

(b) An Employee shall be entitled to a leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required by the Employer, in a registered course, approved by the Supervisor, in which an Employee is enrolled to upgrade her work related qualifications.

(c) Leave of absence without loss of regular earnings, service and seniority, from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the Employee's employment may be granted at the discretion of the Employer upon written application by the Employee.

(d) The Hospital shall pay the cost of an academic or technical course that the Hospital requires the Employee to take.

14.08 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of a member of his immediate family. "Immediate family" means spouse, child, brother, sister, parent, grandparent, grandchild, guardian or step-parent. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. The bereavement leave period may be taken in two (2) periods, not exceeding the total of four (4) days, in order to accommodate religious and cultural diversity.

Any employee who notifies the Hospital as soon as possible following bereavement will be granted bereavement leave for up to three (3) consecutive working days off without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his extended family. "Extended family" means son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt, uncle, niece, or nephew.

An additional one (1) day of unpaid leave may be added for the purpose of travel related to death.

The Hospital, in its discretion, may extend such leave without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

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For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

14.09

Jury and Witness Duty

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

- (a) Notifies the Hospital immediately on the Employee's notification that she will be required to attend at Court;
- (b) Presents proof of service requiring the Employee's attendance;
- (c) Assigns to the Hospital the full amount of compensation received, excluding amounts paid as meal or travel expenses.

Provided that an Employee has been excused from these proceedings at least five (5) hours prior to the end of the shift for which she otherwise would have been scheduled to work, she shall promptly return to work with the Hospital for the remaining balance of the shift(s) for which she would have been scheduled to work on the date(s) of the proceeding.

ARTICLE 15 — SICK LEAVE

15.01

(a) Sick leave means the period of time when a full-time employee is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as an employee.

(b) Any full-time employee who transfers to a part-time position, shall have their accumulated sick leave credits frozen at their current level.

It is further understood and agreed that if the employee transfers back to full-time position, they shall be credited with paid sick leave days equal to the amount they acquired prior to the transfer from full-time to part-time.

The above shall only take effect provided that the employee does not have a break in service.

15.02

Sick leave will be granted to full-time Employees on the following basis:

(a) A full-time Employee will be entitled to accumulate sick leave at a rate of one and one-half (1 1/2) days of sick leave per month of continuous service. The unused portion of sick leave will be cumulative up to a maximum of one hundred and twenty (120) working days.

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(b) Absence for sickness or accident compensable by the Workers Safety and Insurance Board will not be charged against sick leave credits.

(c) When sick leave pay is claimed, proof of illness will be furnished by a certificate from a duly qualified medical practitioner if requested by the Hospital.

The employee shall be reimbursed by the Hospital for the cost of the medical certificate. Employees who are absent from work because of illness or injury for a period of three (3) or more consecutive working days may be required to report to Occupational Health at the Hospital before returning to work. I

(d) Sick leave benefits will cease upon termination of employment, or upon reaching normal retirement age, or upon death.

(e) A deduction shall be made from accumulated sick leave for all regular working days (exclusive of holidays) absent for sick leave.

- 15.03 An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the work day at her regular rate of pay without deduction from sick leave,
- 15.04 An Employee who leaves work early due to illness, other than illness or injury deemed compensable under the *Workplace Safety and Insurance Act*, will be compensated for each full hour worked. The balance of scheduled hours will be paid using accumulated sick leave credits.
- 15.05 Available sick leave credits may be used by an employee who is eligible for Workers Compensation benefits or Long Term Disability benefits to top up earnings.
- 15.06 Employees shall be provided with an update of their sick leave accumulation, upon request, with reasonable notice being given.

ARTICLE 16 - HOURS OF WORK

- 16.01 The standard work day for full-time Employees shall be seven and one-half (7^{1/2}) hours (exclusive of an unpaid meal break) and the standard work week for full-time Employees shall be thirty seven and one-half (37 ^{1/2}) hours (exclusive of unpaid meal breaks). It is understood that the Hospital may require Employees to work overtime hours subject to operational requirements, in accordance with optimum patient care.
- 16.02 Due to operational requirements, it is recognized that flexible scheduling of an Employee's daily hours of work or weekly hours of work may be required, as determined by the Hospital, in consultation with the Employee.

The normal starting and finishing times for regular full time staff shall fall within the period of 7:00am to 7:00pm, Monday to Friday.

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- 16.03 The Hospital will require part-time Employees to work shifts of four (4) hours or more duration.
- 16.04 (a) The Hospital may implement any change in the current hours of operation and/or days of operation at its sole discretion.
- (b) The Hospital shall provide the Union and Employees who may be affected with a minimum sixty (60)-calendar days advance notice in the event of a permanent change in the days of operation of the Hospital.
- (c) The Hospital shall provide the Union and Employees who may be affected with a minimum thirty (30)-calendar days advance notice in the event of a permanent change in hours of operation of the Hospital.
- 16.05 (a) There shall be two (2) fifteen (15) minute paid rest breaks in each normal daily shift, one during each half (%) tour. The Employee may, subject to Manager's approval and the exigencies of patient care, combine meal and rest periods.
- (b) There shall be no split shifts without the consent of the Employees concerned.

16.06 Work Schedules

- (a) Full-time and regularly scheduled part-time Employees' normal work schedules shall be established by the Hospital, and posted for Employees at least two (2) weeks in advance.
- (b) Subject to the approval of their Supervisor, Employees may arrange start times with each other in their work area. It is understood that such arrangements shall not entail premium payments by the Hospital. Such approval shall not be unreasonably withheld.
- 16.07 Notwithstanding the provisions of Article 16 above and elsewhere in the collective agreement, the parties may, upon mutual agreement, agree to institute alternative flexible work arrangements. The parties recognize that the provisions of Article 16 including a number of other provisions contained elsewhere in the collective agreement may accordingly be amended in order to accommodate such flexible work arrangements as may be agreed to between the parties.

ARTICLE 17 - OVERTIME

- 17.01 "Overtime" means hours worked in excess of the maximum full-time hours as defined in Article 16.01.
- "Hours of work" means that period from the time the Employee arrives at her station ready to commence work until she completes her daily shift, excluding mealtime.

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It is understood and acknowledged that the Hospital has the right to request employees to perform reasonable authorized overtime work. However, it is understood that the Employer may require employees to work overtime in order to meet the Hospital's requirements to provide for patient care needs.

17.02

Payment for Overtime

Payment for overtime shall be at the rate of one and one half (1½) the Employee's basic straight time rate, when authorized by management. Overtime pay may be earned as follows:

- (a) When authorized to be on duty immediately before or after the regular scheduled working hours.
- (b) When an employee is required to work more than 2 hours beyond their 7.5hr shift, they will be provided with a meal voucher as per the Hospital policy
- (c) When called in for duty during unscheduled time to cover a complete shift or part thereof, i.e., normal day off.

Employees who are regularly scheduled to work less than the normal full-time hours of work per week shall not qualify for overtime payment when called in for duty on an assigned day off until they have worked in excess of a normal seven and one half (7 ½) hour shift or in excess of thirty-seven and one half (37 ½) hours per week.

(d) When an Employee who has completed her regularly scheduled tour and left the Hospital is called in for duty outside her regularly scheduled working hours for a short period of time as defined by the Hospital the Employee will be paid a minimum of four (4) hours pay at the overtime rate, except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such case, she will receive time and one-half (1 ½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift. In no case will the Hospital pay for more than one call-in within the same four (4) hour period. It is understood that this provision shall not apply to casual and part-time Employees who are requested to work a previously non-scheduled shift.

(e) Both parties recognize that there shall be no pyramiding of overtime or other premium rates.

(f) Employees shall not have regularly scheduled hours reduced in order to equalize any overtime worked.

(g) Time off in lieu may be taken on a mutually agreed 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. Such lieu time shall be limited to a maximum of 25 hours of overtime worked (i.e. 37.5 hours equivalent straight time off).

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17.03 Responsibility Pay

(a) When the Hospital temporarily assigns an Employee to carry out the assigned responsibilities of a higher paying position in the bargaining unit for a period of one (1) full shift or more, she shall be paid at the salary rate step which is immediately above her normal permanent position salary rate in the salary range of the higher rated position.

(b) When the Hospital temporarily assigns an Employee to carry out the assigned responsibilities of a higher paying 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 five percent (5 %) above her regular straight time hourly rate of pay for each hour so worked from the time of the commencement of the assignment.

17.04 On-Call

"On-call" refers to an Employee who is scheduled to be available during her normal time off should her services be required.

An employee required to remain available for duty on call outside her scheduled shift shall receive on call pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of on call scheduled by her Supervisor or the Hospital Director or designate. Where such on call falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of four dollars and ninety cents (\$4.90) per hour of on call time. On call allowance shall cease where an employee is called back into work and the employee will be paid in accordance with 17.02 (d).

All on-call will be on a voluntary basis. However, in the event there are not two (2) volunteers available at any time when required, it is understood and acknowledged that the Hospital shall have the right to assign employees to be available for and perform on call duties as required.

An Employee called in to work on a paid holiday shall be paid in accordance with Article 17.02(d) in addition to any holiday pay for which she may have otherwise qualified had she not worked. It is understood that such Employee who is called in on a paid holiday shall not also qualify for the premium payment for hours worked as provided under Article 18.03 or 18.04.

17.05 Premium Payment for Change in Work Schedule

(a) In such cases, schedules shall not be changed without prior notice to the Employees affected. Less than twenty-four (24) hours notice to full-time and part time Employees will result in such Employees affected being paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate for the first shift of the amended schedule. It is understood that this provision shall not apply to casual Employees or when additional shifts are added to any Employee's schedule, which have not been previously scheduled.

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(b) Notwithstanding 17.05 (a), where the change in schedule is the result of a breakdown/malfunction of a radiation treatment machine or simulator, the payment at time-and-one-half shall apply only to any hours worked by the Employee outside the regularly scheduled hours of the department on the first shift of the amended schedule.

17.06 Shift Premium

For the purpose of shift premium, the day shift is defined as the hours 0700 to 1900. An employee shall be paid a shift premium of one dollar- eighty cents (\$1.80) for each hour worked which falls between 1900 to 0700 hours.

ARTICLE 18 - PAID HOLIDAYS

18.01 For all full-time Employees, the following shall be recognized as paid holidays. Full-time Employees who are not scheduled to work on a paid holiday and who qualify under Article 18.02 shall receive payment for the following holidays at her regular straight time hourly rate of pay;

New Year's Day
Family Day Good
Friday Victoria
Day Canada Day
Civic Holiday
Labour Day
Thanksgiving
Day
Christmas Day
Boxing Day
Two (2) float days

In the event of an additional holiday as a result of Legislation, such will be substituted for one of the above noted holidays as determined by the Hospital and such designated holiday shall not add to the present number of holidays.

The Hospital may designate an alternate day off for any paid holiday, which falls on an Employee's regular day off. Normally, such alternate days shall be scheduled on a working day(s) contiguous to the day(s) off, except where this is not operationally feasible.

18.02 In order to qualify for pay for a holiday, a full-time Employee must have:

- (a) Been employed by the Hospital for at least thirty (30) days; and
- (b) Earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the paid holiday or Float Holiday qualifying date; and
- (c) Worked her last scheduled day immediately preceding and her first scheduled day immediately following the holiday, unless absent for reasonable cause; and
- (d) When required by the Hospital, worked on the holiday.

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An Employee entitled to holiday pay hereunder shall not be entitled to receive sick leave pay for the same day.

An Employee receiving Workplace Safety and Insurance Benefits for the day of the holiday shall not be entitled to receive payment of the holiday.

18.03 A full-time Employee who is scheduled to work and works on a paid holiday listed under 18.01 shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on the holiday; in addition, if she qualifies under clause 18.02 she may elect either of the following:

(a) Payment for the holiday, provided that another lieu day off with pay has not been designated by the Hospital; or

(b) Provided that another lieu day off with pay has not been designated by the Hospital, a lieu day off with pay, at her regular straight time rate of pay; such day will be granted within thirty (30) days of the date on which the holiday was observed, to be taken on a day arranged between the Employee and her Supervisor.

18.04 When a part-time Employee, who is eligible to receive a percentage in lieu of benefits payment, is required to work and works on one of the above-mentioned paid holidays, she shall receive time and one-half (1 1/2) her regular straight time rate of pay for all hours so worked.

18.05 When a paid holiday falls within an Employee's vacation period it shall be added to her vacation or scheduled at a mutually agreeable time.

ARTICLE 19 — VACATIONS

19.01 Vacation entitlement shall be calculated as of July 1st in any year.

19.02 All full-time employees shall be entitled to vacation with pay based on length of continuous service as of the Hospital's vacation entitlement date in any year as follows, provided, however, that no vacation days may be taken prior to completion of the employee's probationary period with the Hospital:

(a) Employees, who have less than two (2) years of continuous service as of July 1st, shall be entitled to vacation with pay at the regular rate of 1.25 days for each completed month of service, not to exceed fifteen (15) working days.

(b) Employees, who have completed two (2) or more years of continuous service as of July 1st, shall receive an annual vacation of four (4) weeks with pay at their regular rate.

(c) Employees, who have completed twelve, (12) years of continuous service as of July 1st, shall receive an annual vacation of five (5) weeks with pay at their regular rate.

COLLECTIVE AGREEMENT

(d) Employees, who have completed twenty one (21) years or more of continuous service as of July 1st, shall receive an annual vacation of six (6) weeks with pay at their regular rate.

(e) Employees, who have completed twenty-eight (28) years or more of continuous service as of July 1st, shall receive an annual vacation of seven (7) weeks with pay at their regular rate.

Implementation Note: _____ |

Effective July 1st 2017, higher entitlement above will begin to accrue available to take July 1st, 2018.

19.03 An employee terminating employment at any time in the vacation year, prior to using her vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation.

19.04 For the purpose of calculating vacation pay for regular part-time employees, (including casual employees) the following formula will apply:

(a) An employee, who has completed one thousand seven hundred and twenty five (1,725) hours of work or more of continuous service as of July 1st, will receive six (6) percent of her applicable earnings in the vacation year.

(b) An employee, who has completed three thousand four hundred fifty (3,450) or more hours of work of continuous service as of July 1st, will receive eight (8) percent of her applicable earnings in the vacation year.

(c) An employee who has completed twenty thousand seven hundred (20,700) or more hours of work of continuous service as of July 1st will receive ten (10) percent of her applicable earnings in the vacation year.

(d) An employee, who has thirty six thousand two hundred twenty five (36,225) or more hours of work of continuous service as of July 1st, will receive twelve (12) percent of her applicable earnings in the vacation year.

*Note: Effective September 30, 2014

19.05 (a) It is understood and agreed that vacation weeks are not necessarily continuous, however the Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates and the continuity of weeks subject to the need to meet the patient care requirements of the Hospital.

It is understood that vacation for any employee shall be limited to a maximum of three weeks during the following dates: June 15th to September 15th and for the three (3) weeks commencing the Monday the week prior to Christmas Day to the Friday following New Year's Day. Such weeks may be consecutive.

(b) Notwithstanding 19.05 (a) above, employees may request and may be granted additional vacation days during the period above as per Article 19.08 (b).

COLLECTIVE AGREEMENT

(c) To request any vacation changes or cancellation the employee must provide one (1) month notice in writing to the employer. The change is subject to the approval by the employer.

(d) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

(e) For regular part-time employees and casual employees time off in lieu of vacation will be based on the full-time entitlement and one thousand seven hundred and twenty five (1,725) hours worked equating to one (1) year of full-time continuous service.

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(¹) Casual employees will be paid vacation in accordance with article 19.04. In addition all vacation pay to which any such part-time employees is entitled will be paid to her at the end of March of each year.

19.06 For the purpose of vacation entitlement, length of continuous service, for those employees whose status is changed from full-time to part-time or casual, or part-time or casual to full-time, shall mean combined service as both a full-time and part-time or casual employee. For purposes of this clause one thousand seven hundred and twenty five (1,725) hours worked of part-time service shall equal one (1) year of full-time service.

19.07 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

19.08 (a) Employee requests for vacation for the period July 1st to the following June 30th shall be granted according to seniority subject to the efficient operation of the Hospital provided that such requests are submitted no later than the following March dates.

I. The process will be divided into three groups by seniority, all groups will have a specific time to submit,

- i. the first group will have until the 1st of March
- ii. the second group will have until the 8th of March
- iii. the third group will have until the 15th of March.

II. All vacation must be submitted in five (5) day blocks, Monday to Friday.

III. Approved vacation schedules for the period July 1st to the following June 30th will be posted no later than April 15th. Once an employee has indicated her vacation time request she may not then use her seniority to change such request following the above noted march dates.

(b) Requests for vacation made after March 15th will be granted on a first requested, first approved basis subject to the efficient operation requirements of

COLLECTIVE AGREEMENT

the Hospital. The Hospital will endeavor to respond to such requests within two (2) weeks of their submission.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

20.01 (a) Semi-Private Hospitalization Insurance

The Hospital agrees to contribute one hundred percent (100%) of the billed premium for Semi-Private Hospitalization Insurance for each full-time eligible employee in the employ of the Hospital.

(b) Extended Health Care

The Hospital agrees to contribute on behalf of each full-time employee in the Hospital one hundred percent (100%) of the billed premium under the Green Shield Extended Health Care Plan (twenty five dollars (\$25.00) deductible, single and fifty dollars (\$50.00) deductible, family) subject to their respective terms and conditions including any enrolment requirements.

Reimbursement for prescription drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug unless there is a documented adverse reaction to the generic drug, in which case the reimbursement will be for the prescribed drug.

The Extended Health Care Plan shall also include benefits of three hundred and fifty dollars (\$350) bi-annually for eye glasses, one eye exam per insured person every 24 months, the option to use the (\$350) vision care toward the cost of laser surgery; and a \$350.00 maximum every thirty six (36) months benefit for hearing aides; orthotics one pair up to four hundred and twenty-five dollars (\$425) every twelve (12) months.

The Plan Coverage shall limit the maximum amount of reimbursement for the dispensing fee charged in the filling of a prescription to the industry standard (currently \$11.99).

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy to a combined five hundred dollars (\$500) annual maximum for single coverage and a combined one thousand dollar (\$1,000) annual maximum for family coverage (\$500 per member maximum and \$350 per dependent maximum), medical referral required.

The Extended Health Care Plan shall provide coverage for eligible dependants who are in full-time attendance at either university or community college up to their 25th birthday.

(c) Group Life Insurance

The Hospital shall contribute one hundred percent (100%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ of the Hospital on the eligibility conditions set out in the existing Agreements.

COLLECTIVE AGREEMENT

(d) Pension Plan

All full-time eligible employees shall enroll in the Pension Plan in accordance with the terms and conditions of such Plan.

(e) Dental Plan

The Hospital will contribute seventy-five percent (75%) of the billed premium of the Green Shield Dental PIJri based on the current year's O.D.A., subject to the terms and conditions of such plan and subject to the carrier's requirements.

The Plan will provide for recall oral examination to be covered once every nine (9) months; crowns, bridgework and repairs at 50/50 co-insurance to \$1000 maximum per person annually; and orthodontics 50/50 co-insurance with two thousand dollars (\$2000) maximum per person lifetime.

The Dental Plan shall provide coverage for eligible dependants who are in full-time attendance at either university or community college up to their 25th birthday.

20.02 Early Retiree Benefits

The Hospital will provide to all employees who reach age 55-56 years of age who retire (including disability retirements) on or after April 1, 2012 and have not yet reached age 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. The retiree will provide the Hospital with preauthorized direct withdrawal information to payroll for premium payments.

The Hospital will provide to all employees who reach age 57 and retire (including disability retirements) on or after April 1, 2012 and have not yet reached age 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 their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefits plans. The retiree will provide the Hospital with preauthorized direct withdrawal information to payroll for premium payments.

20.03 Group Long-Term Disability Insurance Plan

The Hospital will pay seventy-five (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan).

20.04 The Hospital may, at any time, substitute another carrier for any Plan, provided that the benefits conferred there under are not in total decreased. Such substitution will not occur on less than sixty (60) days' notice to the Union.

20.05 Benefits for Part-time Employees

COLLECTIVE AGREEMENT

Upon the completion of their probationary period, part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Employer, as part of compensation or otherwise, including holiday pay, and pregnancy and parental/adoption supplemental unemployment benefits save, and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury duty and bereavement pay) an amount equal to thirteen (13%) percent of her regular straight time hourly rate for all straight time hours paid.

Subject to the terms and conditions of the Pension Plan, any part-time employee who is eligible may elect to participate in the Hospital's Pension Plan. Instead of the in lieu of fringe benefits payment as provided above, a part-time employee who elects to participate in the Hospital's pension plan shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Employer, as part of compensation or otherwise, including holiday pay and pregnancy and parental/adoption supplemental unemployment benefits save, and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury duty and bereavement pay) an amount equal to ten (10%) percent of her regular straight time hourly rate for all straight time hours paid.

It is understood and agreed that the employee's hourly rate (or straight time hourly rate) in this Agreement does not include the percentage in lieu of benefits payment as applicable which is paid in lieu of fringe benefits. Accordingly the applicable percentage in lieu of benefits payment in lieu of fringe benefits will not be included for the purpose of computing any premium of overtime payments.

ARTICLE 21 — PROFESSIONAL DEVELOPMENT AND ADVANCEMENT

21.01 The parties to this Agreement recognize that attendance at conferences, workshops and other gatherings of a similar nature are beneficial to the Employee's work-related activities and that attendance and participation in such gatherings generally serve to enhance the performance and professional development of the Employee. An Employee will be given as much notice as is practicable of approval or denial of a request for attendance at such gatherings.

21.02 (a) The Hospital recognizes the need for a Hospital Orientation Program of such duration, as it may deem appropriate taking into consideration the needs of the Hospital and the Employees involved.

(b) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized and the Hospital will endeavour to provide Employees with opportunities to attend such programs during their regularly scheduled working hours, subject to operational requirements of the Hospital.

COLLECTIVE AGREEMENT

ARTICLE 22 - COMPENSATION

22.01 (a) Employees shall be compensated for their services in accordance with Schedule "A", which is attached to and forms part of this Collective Agreement.

(b) The parties agree that the wage adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

This pay equity maintenance agreement plan applies to all the Employees represented by the Union at the Hospital. The parties agree that there was no requirement for a wage adjustment at times other than those as identified in the Memorandum of Settlement or Interest Arbitration Award.

For further clarification, in the event of a dispute, it is the intention of the parties that an interest arbitration board would not constitute itself as an equivalent to the Pay Equity Tribunal, neither would it conduct an inquiry into matters as if it were a Pay Equity Tribunal, but rather the arbitration board would conduct itself in its usual manner in dealing with such issues.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "revised and new classifications" clause of the Collective Agreement, Article 22.06. The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

c) Unless otherwise specifically noted, all amendments to the Collective Agreement shall be effective the date of ratification of the Memorandum of Settlement. Retroactivity, if any, shall only apply for salary rates as specified under Schedule "A" for all hours paid. Retroactivity, if any, shall be paid only to those Employees who are on staff the date of ratification of the Memorandum of Settlement within four (4) full pay periods following the date of ratification of the Memorandum of Settlement.

22.02 Progression on Salary Grid

(a) Each full-time Employee will be advanced from her present level to the next level twelve (12) months after she was last advanced. Except as expressly stated in Article 11.04, if an Employee's absence without pay exceeds thirty (30) continuous calendar days during such twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

COLLECTIVE AGREEMENT

(b) Each part-time, casual or temporary Employee will be advanced from her present level to the next level, as set out in Schedule 'A", on the basis of 1725 hours worked after she was last advanced. No part-time, casual or temporary Employee shall be advanced to the next level until at least twelve (12) months after she was last advanced.

22.03 Recognition of Previous Experience

Upon successful completion of the Employee's probationary period, the Hospital will recognize retroactively to date of hire prior recent and directly related clinical experience **for Employees on the basis of one (1) annual service increment level for each year of prior experience. In the case of prior part-time or casual experience the Employee's prior recent and directly related clinical experience shall be calculated on the basis of 1725 hours worked equals one (1) year of full-time service.** Any claim for recognition of such experience must be made in writing by the Employee at the time of hiring or prior to completion of her probationary period. The Employee shall co-operate with the Hospital by providing verification of previous experience so that her recent and directly related clinical experience may be determined and evaluated during the probationary period. If a period of more than two (2) years has elapsed since the Employee has occupied a full-time or regular part-time position, then the number of increments to be recognized and paid as provided above, if any, shall be at the discretion of the Hospital.

22.04 In the case of promotion, the starting salary shall be the commencement rate of the new classification except that when an Employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such Employee shall be placed in an experience grade in her new classification which will provide an immediate increase over her previous salary rate.

22.05 (a) A full-time Employee whose status is altered to that of part-time will maintain their prior hourly rate for that classification based on her scheduled hours.

(b) A part-time Employee whose status is altered to that of full-time will maintain her prior hourly rate for that classification.

(c) For the purposes of this clause, an Employee whose status is so altered will be given credit for service accumulated in accordance with Article 11.03 (b) since date of last advancement.

22.06 New Job Classifications

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

COLLECTIVE AGREEMENT

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 arbitrator (or board of arbitration 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 arbitrator (or board of arbitration 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.

The parties further agree that the above process as provided herein shall constitute the process for Pay Equity Maintenance as required by the Pay Equity Act.

ARTICLE 23 - TECHNOLOGICAL CHANGE

- 23.01 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 effect, if any, upon the Employees concerned.
- 23.02 In the event of the introduction of any technological changes that the Hospital has decided to introduce which will significantly change the status of Employees within the bargaining unit, the Hospital will:
- (a) Meet with the Union through the Labour-Management Committee to review the following:
 - (i) The nature of the change;
 - (ii) The details of the project it intends to carry out including the date, which the Hospital plans to effect the change;
 - (iii) The approximate number, type and location of the bargaining unit Employees expected to be directly affected by the change;

COLLECTIVE AGREEMENT

(iv) The effects the change may be expected to have on the working conditions and terms of employment of Employees directly affected.

ARTICLE 24 - GENERAL

- 24.01 A copy of this Agreement will be prepared by the Hospital and issued by the Hospital to all bargaining unit Employees. The cost of the printing of the Collective Agreement, if any, will be equally shared by the Hospital and the Union.
- 24.02 All Employees covered by this Agreement shall be provided with an information hand-out, outlining the services of the Employee Family Assistance Program at the time of orientation or as may be individually requested.
- 24.03 The Hospital shall provide to the Union adequate bulletin board space in the Hospital in such place so as to inform all Employees in the bargaining unit of the activities of the Union. No notice will be posted without the prior consent of the Hospital's designated Representative.
- 24.04 (a) Notice to an Employee may be given personally or by registered post or courier to the last address shown on the Hospital's records and such notice shall be deemed to have been given three (3) days after having been delivered to the courier or postal authorities.
- (d) Employees are expected and required to keep the Hospital informed of their address.

COLLECTIVE AGREEMENT

ARTICLE 25 — DURATION

25.01

This Agreement shall remain in full force and effect until September 30, 2019 and from year to year thereafter unless either party gives to the other written notice, within ninety (90) days of the expiration of the Agreement, of its intention to amend this Agreement.

Dated *reWacuy* o⁹V77/ , 0⁷⁰/7 in Thunder Bay, Ontario.

For the o ▶ itai:

dm^{ci} -;11111MEW
41167

For the Union:

Jawa
Michael
Frank Leiker
W. Ouellet

COLLECTIVE AGREEMENT

SCHEDULE "A" HOURLY WAGE RATES

Job Classification	Effective Date	% Increase	START	7. YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
<u>Radiation Therapists</u>	1-Oct-16	1.40%	\$32,632	\$33,621	\$35,148	\$37,055	\$38,946	\$40,850	\$44,517
<u>Treatment Planners</u>	1-Oct-17	1.40%	\$33,089	\$34,092	\$35,640	\$37,574	\$39,491	\$41,422	\$45,140
<u>Physics Associate</u>	1-Oct-18	1.40%	\$33,552	\$34,569	\$36,139	\$38,100	\$40,044	\$42,002	\$45,772
1									
<u>Radiation Therapy</u>	1-Oct-16	1.40%	\$34,592	\$35,638	\$37,256	\$39,277	\$41,282	\$43,303	\$47,189
<u>Clinical Coordinator</u>	1-Oct-17	1.40%	\$35,076	\$36,137	\$37,771	\$39,827	\$41,860	\$43,409	\$47,850
	1-Oct-18	1.40%	\$35,567	\$36,643	\$38,307	\$40,385	\$42,446	\$44,524	\$48,520
<u>Charge Radiation Therapist</u>	1-Oct-16		\$53,079	\$36,143	\$37,784	\$59,834	\$41,867	\$43,914	\$47,856
<u>'Jul 5/10 agreement to adjust Chg rates to 7.5% above Rad. Therapists</u>	1-Oct-17		\$35,571	\$36,649	\$38,313	\$40,392	\$42,453	\$44,529	\$48,526
	1-Oct-18		\$36,068	\$37,162	\$38,849	\$40,958	\$43,047	\$45,152	\$49,205
L									
<u>Medical Physics Mechanical Technologist Physics Assistant</u>	1-Oct-16	1.40%	\$34,487	\$35,561	\$36,462	\$37,523	\$38,644	\$39,824	\$41,286
	1-Oct-17	1.40%	\$34,971	\$36,139	\$36,972	\$38,048	\$39,185	\$40,382	\$41,864
	1-Oct-18	1.40%	\$35,460	\$36,564	\$37,490	\$38,581	\$39,734	\$40,947	\$42,450

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

between

THUNDER BAY REGIONAL HEALTH SCIENCE CENTRE

and

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA ASSOCIATES

Re: Professional Certification and Licensing Requirements

The parties agree to recognize the qualifications of the current Physics Associates, (Robert Knutson and Isaac Tavares) and as such are exempt from the professional certification and licensing requirements, (art.3.02).

This agreement is in effect for as long as they shall remain in their current position and in the event that alterations are made to the requirements by the College of Medical Radiation Technologists of Ontario, (CMRTO), the parties will reconvene immediately.

Dated *fcbrc, icety 077i , dol7* in Thunder Bay, Ontario.

Forth=Ho ital: _____

For the Union:

DMC
a

Jawa

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

between

THUNDER BAY REGIONAL HEALTH SCIENCE CENTRE

and

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA ASSOCIATES

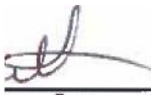
Re: Standardized-Scheduling — Cancer Care Radiation Therapists

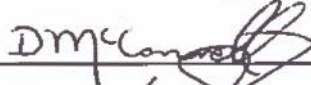
Whereas the parties agree that in order to support work/life balance of the Radiation Therapists, while providing optimal patient care in the Radiation Therapy Department, the parties agree to the following:

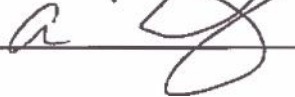
1. A standardized schedule will be maintained in Radiation Therapy, which may be amended from time to time according to operational requirements.
2. Rotation assignment shall be determined by a standardized schedule and by operational requirements.
3. During the vacation planning process, two staff will be eligible to be away from the workplace. In all instances, time off will only be approved in accordance with operational requirements.
4. Seven and a half hour shifts (excluding 1/2 hour unpaid lunch) will be scheduled to start between the hours of 07:00 am and 10:00 am with two (2) weeks' notice. No overtime premium shall be paid for a period of less than 15 minutes of overtime work for patient treatment. If authorized overtime amounts to 15 minutes or more, OT premiums will be paid.
5. Either party may serve 30 days notice to end this agreement. The parties agree to meet prior to the expiry of the 30 days notice upon serving such notice.

Dated this 6th day of June, 2017 in Thunder Bay, Ontario.

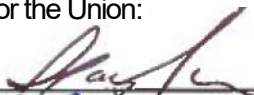
For the hospital:

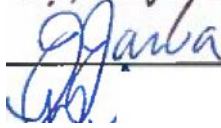









For the Union:











COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

BETWEEN

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE

AND

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA ASSOCIATES

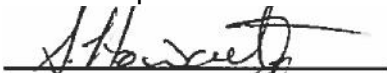
Re: Casual employees and percentage in lieu of benefits

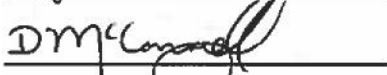
The parties acknowledge that article 3.03 (d) of the collective agreement exclude casual employees from the percentage in lieu of benefit payment. The parties agree to the following:


1. Casual employees hired on or after the date of ratification of this new collective agreement will no longer receive percentage in lieu of benefits.
2. The current employees: Danielle Carroll, Sarah Spooner, Rita Murphy and Jessica DeFelice, who's primary position is casual will continue to receive percentage in lieu of benefits until such time as their employment status changes to other than casual.

Dated *febructly 07/7-71-* , *got 7* in Thunder Bay, Ontario.

For th Hospital:








For the Union:











COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

BETWEEN

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE

AND

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA ASSOCIATES

RE: 16 Hour Operational Scheduling for Radiation Therapy

Further to the Letter of Understanding concerning Standardized Scheduling contained the Collective Agreement, the parties understand that the organization must meet the demands for patient care when they occur and this has and will continue to result in the need for a 10 hour operational day. (Excludes changes to start times in the CT area)

Therefore the parties agree to the following:

1. The 10 hour operational scheduling will have start times of 7:00am, 8:00am and 10:00am on the **linear accelerators.**
2. **On the specific day(s) that a 10 hour operational need occurs, 4 Radiation Therapists (RT's) will be scheduled** to work on the effected Linac Unit(s) and management will endeavor to schedule the Radiation Therapy Reception over the same 10 hour period.
3. **Management is committed to ensuring there is adequate staffing to meet the needs of the 10 hour operational schedule.**
4. **On any day should the Manager or Designate determine that more than 2 hours of overtime will be required, the Manager or Designate will make all reasonable effort to call in 2 additional staff for 4 hours per effected Linac unit, to address the extended workload. These individuals will be required to complete 4 hours of work. When these 2 additional staff are called in those staff who started at 10am will leave at 6:00pm. This minimum 4 hour shift may begin prior to the day shift leaving.**
5. **Either party may serve 30 days notice to end this agreement. The parties agree to meet prior to the expiry of the 30 days notice upon serving such notice.**
6. **This will form part of Collective Agreement and is in addition to the Letter of Understanding re: Standardized Scheduling — Cancer Care Radiation Therapists.**

Dated 6/1/19 For **oP/mt , 070/7** in Thunder Bay, Ontario.

For the Union:

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

BETWEEN:

Thunder Bay Regional Health Sciences Centre
(hereinafter referred to as the "Centre")

AND:

Professional Institute of the Public Services of Canada Associates
(hereinafter referred to as the "Union")

RE: ARTICLE 16.07 — Work Schedules — Part-time Float Radiation Therapist

The Centre and the Association agree to create a part time float Radiation Therapist position to support flexible work schedules, such as Reduced FTEs. The following criteria will apply:

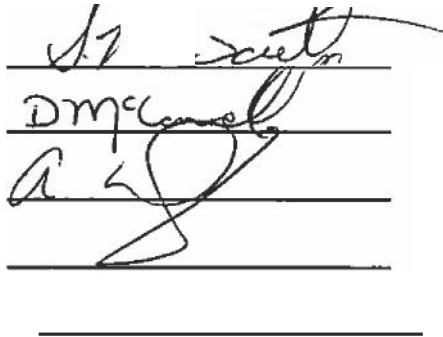
1. The designated FTE for a part time float position shall vary between 0.00 to .8 FTE.
2. The FTE will be based on the available FTE from flexible work schedule agreements, such as Reduced FTEs.
3. Any reductions in FTE will not result in a layoff, nor will the part time float be entitled to recall under article 13 Layoff and Recall of the collective agreement.
4. The part time float position will be posted as per article 12 Job Posting of the collective agreement. The posting will clearly state the position is a float:

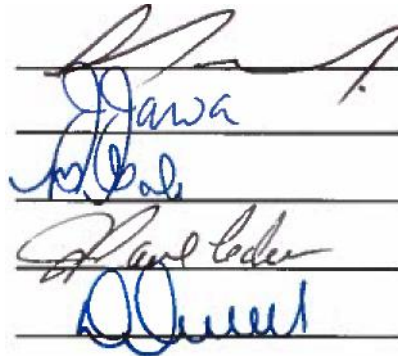
Example "1 — Part Time Float — Radiation Therapist"

"Float — the FTE of this position will vary between 0.00 to

Dated 0.80" rebraci 02/771, 0,9al 7 in Thunder Bay, Ontario. For th C
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COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

BETWEEN:

Thunder Bay Regional Health Sciences Centre
(hereinafter referred to as the "Centre")

AND:

Professional Institute of the Public Services of Canada Associates
(hereinafter referred to as the "Union")

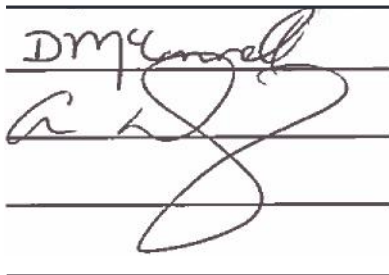
RE: ARTICLE 16.07 — Work Schedules — Reduced FTE Criteria for Approval

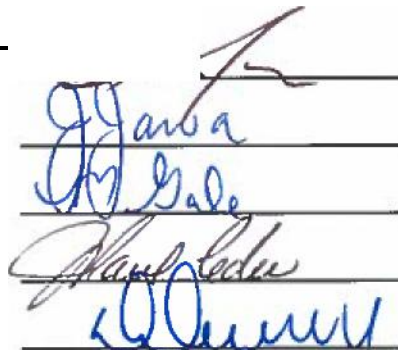
The Centre and the Association agree to approve alternative flexible work arrangement pursuant to article 16.07 of the collective agreement guided by the below criteria. The following criteria will apply:

1. In the first year, effective May 30, 2016, applications for reduced FTE will be approved based on seniority.
2. In April of each year, notice will be sent out to all Full time Radiation Therapists advising of the annual review for Reduced FTE Agreements.
3. All Therapists will be required to submit in writing their request to participate or continue in a reduced FTE work schedule within one week from the email. The written request will provide the reason for the request and their commitment to participate in the reduced FTE for the year of application.
4. Should there be any new applicant(s) the following process will apply:
 - a. In the first year, the least senior Radiation Therapist(s) will have the agreement terminated and the new applicant(s) will enter into an agreement for one year.
 - b. In subsequent years, any new applicant(s), different from the previous year, will replace the least senior Radiation Therapist(s) from that previous year.
5. Seniority for the purposes of this agreement shall be based on the last posted seniority list. Where there is employees with identical seniority dates the tie shall be broken on the following basis:
 - a. Worked hours, where the same
 - b. Total paid hours, where the same
 - c. Earliest birth day in the calendar year

Dated **F-e-b; a** cely **acki** G2c,/ 7 in Thunder Bay, Ontario.

For the ^{7th} ₀ ^{ca}





COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

BETWEEN: Thunder Bay Regional Health Sciences Centre
(hereinafter referred to as the "Centre")

AND: Professional Institute of the Public Services of Canada Associates
(hereinafter referred to as the "Union")

AND: _____
(hereinafter referred to as the "Employee")

RE: ARTICLE 16.07 — Work Schedules — Reduced FTE Employee Agreement

The Centre and the Association agree to implement an alternative flexible work arrangement pursuant to article 16.07 of the collective agreement. The Centre and the Association agree that the intention of creating this type of arrangement is primarily to create work/life balance by reducing full-time hours to _____ FTE. The following conditions will apply:

- a) The decision to allow this alternative flexible work arrangement will be made in consideration of the personal need of the Employee and the service requirements of the Centre.
- b) The decision to enter into and to continue this arrangement shall require the unanimous agreement of the Union, the Centre and the Employee.
- c) This flexible work arrangement shall be for the period of _____ to _____. If a change in circumstance occurs sooner, the Employee shall make written application to revert back to her 1.0 FTE position sixty (60) calendar days in advance.
- d) In the event that the Employee resigns, transfers, is laid off or terminates, the arrangement will be deemed to be discontinued immediately and the full-time position will be posted as required.
- e) It is agreed that the employee will not be entitled to declare her availability for extra available work.
- f) From time to time, should coverage not be available for the created _____ FTE the Employer can schedule up to a 1.0 FTE.
- g) Any party stated under b) of this agreement may discontinue this alternative flexible work arrangement with sixty (60) calendar days notice.
- h) The benefits and vacation for the Employee shall be according to the schedule below:
 - BI-WEEKLY HOURS: 8 Days @ 7.5 hrs/day
 - DENTAL/MEDICAL/SEMI-PRIVATE: Same cost sharing as Full-time
 - HOOPP: Based on Pensionable Hours
 - PAID HOLIDAYS: Based on budgeted .8 FTE (i.e. 6 hours/Paid Holiday)
 - VACATION: Based on budgeted .8 FTE (i.e. 4 wk entitlement=16 days)
 - GROUP LIFE: Based on budgeted .8 FTE
 - SICK LEAVE: Based on budgeted .8 FTE (60 hrs/pay)
 - LONG TERM DISABILITY: Based on budgeted .8 FTE

Dated at Thunder Bay, Ontario this _____ day of _____

For the Centre	For the Union	The Employee
_____	_____	_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	

