

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUNNYBROOK HEALTH SCIENCES CENTRE  
(HEREINAFTER CALLED THE "HOSPITAL")**

**- AND -**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA  
(PIPSC)**

**(HEREINAFTER CALLED THE "INSTITUTE")**

**FULL-TIME AND PART-TIME MECHANICAL AND ELECTRONIC TECHNOLOGISTS  
GROUP  
(SUN-MET)**

**DURATION: APRIL 1, 2014 TO MARCH 31, 2016**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE.....	3
ARTICLE 2 - SCOPE .....	3
ARTICLE 3 - DEFINITIONS .....	3
ARTICLE 4- MANAGEMENT RIGHTS.....	4
ARTICLE 5 -NO DISCRIMINATION.....	4
ARTICLE 6 -STRIKE AND LOCKOUT.....	5
ARTICLE 7 -UNION SECURITY.....	5
ARTICLE 8 -UNION REPRESENTATION AND COMMITTEES.....	5
ARTICLE 9 -GRIEVANCE AND ARBRITRATION PROCEDURE.....	7
ARTICLE 10 -ACCESS TO HUMAN RESOURCES FILE.....	10
ARTICLE 11 -SENIORITY.....	10
ARTICLE 12 -JOB POSTING.....	11
ARTICLE 12 -JOB POSTING.....	12
ARTICLE 13 -JOB SECURITY.....	14
ARTICLE 14 -PREGNANCY AND PARENTAL LEAVE.....	15
ARTICLE 15 -LEAVES OF ABSENCE.....	17
ARTICLE 16 -SICK LEAVE.....	19
ARTICLE 17 -HOURS OF WORK.....	20
ARTICLE 18 -OVERTIME.....	22
ARTICLE 19 -PAID HOLIDAYS.....	23
ARTICLE 20 -VACATIONS.....	24
ARTICLE 21 -HEALTH AND WELFARE BENEFITS.....	26
ARTICLE 22 -WORK OF THE BARGAINING UNIT.....	27
ARTICLE 23 -TECHNOLOGICAL CHANGE.....	28
ARTICLE 24 -COMMUNICATIONS TO EMPLOYEES.....	28
ARTICLE 25 -JOB CLASSIFICATION.....	28
ARTICLE 26 -COMPENSATION.....	29
ARTICLE 27 -DURATION.....	30
SIGNATURE PAGE.....	31
SCHEDULE "A" HOURLY WAGE RATES.....	32
LETTER OF UNDERSTANDING.....	33

## ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between Sunnybrook 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 Institute) 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 provide 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.

## ARTICLE 2 –SCOPE

- 2.01 The Hospital recognizes the Institute as the bargaining agent of all mechanical and electronic technologists at the Odette Cancer Centre of Sunnybrook Health Sciences Centre in the City of Toronto save and except supervisors, persons above the rank of supervisor, and persons already covered by an existing collective agreement.

## ARTICLE 3 – DEFINITIONS

- 3.01 The word “employee” or “employees” wherever used in this agreement shall mean any or all of the employees in the bargaining unit as defined except where the collective agreement ~~contract~~ otherwise provides.
- 3.02 Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context so applies.
- 3.03 A regular Full-time employee works the equivalent of thirty-seven and one half (37½) hours per week, in the job classification into which he is hired.
- 3.04 A regular Part-time employee normally works up to twenty-four (24) scheduled hours per week in the job classification into which he is hired.
- 3.05 Temporary Employees (Full-time and Part-time)
- (a) Employees may be hired for a specified term, not to exceed six (6) months to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Institute, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
  - (b) This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Institute 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;
  - (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 intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union.
- 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 – STRIKE AND LOCK-OUT**

- 6.01 There shall be no strike or lockout as long as this Agreement continues to operate. The words "strike" or "lockout" shall be as defined by 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 Institute
- 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 Institute and the Executive Secretary of the Institute 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 Institute agrees to indemnify and save harmless the Hospital against any claims or liabilities arising from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Executive Secretary of the Institute, 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. The Hospital agrees to provide the Institute with the information in electronic format.
- 7.06 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.
- 7.07 The Hospital agrees that an officer of the Institute or Institute 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.
- 7.08 The hospital agrees to make the current copy of the collective agreement in effect between the parties available on the Hospital's intranet (sunnynet.ca).
- 7.09 The Institute 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 – UNION REPRESENTATION AND COMMITTEES

- 8.01 The Hospital agrees to recognize no more than two (2) Union Stewards, one of which may be a Chief Steward, to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. It is understood that Union Stewards will suffer no loss of earnings for time spent during their regular scheduled hours in attending grievance meetings with the Hospital up to, but not including arbitration. Other activities by the Stewards and committee members will be carried on normally outside of working hours unless otherwise mutually arranged.
- 8.02 The Institute shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- 8.03 The Institute acknowledges that the Steward has his regular duties to perform on behalf of the hospital and that he will not leave his regular duties without first receiving permission from his Manager or designate
- 8.04 Negotiating Committee
- The Hospital agrees to recognize a Negotiating Committee of two (2) members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during his regular scheduled working hours in attending such negotiating meetings with the Hospital, up to but not including arbitration.
- 8.05 Labour Management Committee
- Where the parties agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:
- (a) An equal number of representatives of each party shall meet at a time and place mutually satisfactory. A request for a meeting will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.
  - (b) Any representative(s) attending such meetings shall suffer no loss of earnings for time spent during his regular scheduled working hours in attending such meeting
- 8.06 If the Institute wishes to hold a meeting on the hospital premises it will advise the hospital of the purpose and duration. The Hospital may approve or disapprove the request. If the Hospital approves the request, it will attempt to book a meeting room.

## 8.07 Bulletin Boards

The Hospital agrees to supply a bulletin board for the purpose of posting Institute notices pertaining to meetings, conventions and other Institute activities. The Institute agrees that the Hospital must approve such notice before it is posted and may not approve any notice that is detrimental to Hospital operations or the Hospital's reputation

## 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 an Institute steward or 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 he has first given his immediate Supervisor the opportunity of responding to the complaint. Such complaint shall be discussed with his immediate Supervisor within seven (7) 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 seven (7) 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 seven (7) 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.

### Step No. 1

The Employee, with the assistance of an Institute steward or representative, if available, may submit a written grievance, signed by him, to the Supervisor. 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 Supervisor will deliver their decision in writing within seven (7) calendar days following the day on which the grievance was presented to him (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 seven (7) calendar days of being informed the decision under Step No. 1, the Employee, with the assistance of an Institute steward or representative, if available, may submit the written grievance to the Hospital's designated Representative for Step 2. A meeting will then be held, within seven (7) 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 an Institute steward and /or representative. It is understood that the Grievor may attend this meeting. A decision of the Hospital shall be delivered in writing within seven (7) calendar days following the date of such meeting.

9.04 A complaint or grievance arising directly between the Hospital and the Institute 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 Institute 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. An Institute 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.

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 Institute 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.

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 his probationary period, without just cause.

A claim by the Institute 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 effected. Such 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) 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.
- 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 Institute will be final and binding upon the Hospital and the Institute 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 step of the Grievance or Arbitration Procedures where the reference is to calendar days.

#### **ARTICLE 10 – ACCESS TO HUMAN RESOURCES FILE**

- 10.01 Each employee shall have reasonable access to all his files for the purpose of reviewing the content in the presence of a Human Resources Associate or designate. An employee has the right to request copies of any evaluations on this file.
- 10.02 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 his views to such evaluation prior to it being placed in his 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 his request.
- 10.03 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.
- 10.04 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee twenty-four (24) 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 twenty-four (24) month period.

#### **ARTICLE 11 – SENIORITY**

- 11.01 Seniority is defined as the length of continuous service in positions within the bargaining unit of a full time or part time employee.

The seniority of an employee in a position covered by the bargaining unit on June 19, 2012 corresponds to the length of continuous service since the employee's last hire at the Hospital.

The seniority of an employee hired or who joins the bargaining unit after June 19, 2012 corresponds to the length of continuous service in positions within the bargaining unit.

## 11.02 Probationary Period

### a) Full-time Employee

A new employee will be considered on probation until he has completed one-hundred and twenty (120) days of work within any 12 calendar months. Upon completion of the probationary period he shall be credited with seniority equal to one-hundred and twenty (120) days of work. With the written consent of the Hospital, the probationary employee, and the Institute representative, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### (b) Part-time Employee

A new employee will be considered on probation until he has completed 900 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 900 hours of work. With the written consent of the Hospital, the probationary employee, and the Institute representative, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

## 11.03 Seniority Accumulation

(a) Seniority will operate on a bargaining unit wide basis.

(b) Full-time employees will accumulate seniority in the bargaining unit from the last date of hire, except as otherwise provided herein.

(c) Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

(d) An employee whose status is changed from Full-time to Part-time shall receive credit for his full service and seniority. An employee whose status is changed from Part-time to Full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

(e) If an Employee transfers to a temporary assignment outside of the bargaining unit not exceeding six (6) months duration, he 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 his consent.

(f) If an Employee transfers to a permanent position outside the bargaining unit, he shall retain his 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 his position if available, 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.

#### 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.
- (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 twelve (12) months while the Employee is in receipt of WSIB benefits.
- (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 the period of absence in excess of thirty (30) continuous calendar days. Notwithstanding this provision, seniority shall accrue for a period of two (2) years 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 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits or takes action consistent with quitting
- (b) employee is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;
- (c) employee is absent from scheduled work without a satisfactory reason for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee is absent from work due to illness or disability for a period of twenty-four (24) months from the time such absence commenced;
- (f) employee has been laid off for twenty-four (24) calendar months;

- (g) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

#### 11.06 Seniority Lists

- (a) The Employer shall provide accurate electronic copies of the bargaining unit-wide Seniority Lists to the Union within thirty (30) days of the implementation of this agreement. Thereafter Seniority Lists will be provided to the Union twice yearly, electronically, March 1<sup>st</sup> and September 1<sup>st</sup> and posted by the Employer (in all sites where they exist). The list shall be in descending order of seniority including:
- Name
  - Date of employment (FT)
  - Hours Worked (PT)
  - Status
  - Service
  - Job Classification
- (d) An employee who wishes to challenge the seniority list must do so pursuant with the terms and conditions of Article 9 (Grievance Procedure).

### **ARTICLE 12 - JOB POSTING**

- 12.01 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) working days. In filling vacancies consideration 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.

- 12.02 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.
- 12.03 The successful candidate shall be selected for the position 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.

- 12.04 Where an applicant has been selected in accordance with this Article and he requests within a sixty (60) working day period to return to his former job, or it is determined within a sixty (60) working day period that he cannot satisfactorily perform the job to which he was promoted or transferred, the Hospital will return him to his 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.
- 12.05 The name of the successful applicant shall be posted by the Hospital. Unsuccessful applicants shall be notified. At the request of an Employee, the Hospital will discuss with an unsuccessful applicant ways in which he 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.
- 12.06 The Hospital shall not be required to post a term vacancy not exceeding six (6) months duration.
- 12.07 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.
- 12.08 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 in Article 12.04 above. A new posting need not be completed but the previous applicants will be considered.

### **ARTICLE 13 – JOB SECURITY**

- 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 Institute with no less than ninety (90) calendar days notice of such layoff and;
  - (b) meet with the Institute 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 Institute with no less than 30 calendar days notice.

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

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

13.02 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.

13.03 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 who was 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.

13.04 All permanent and temporary vacancies as specified under Article 12 shall be posted in accordance with the relevant provisions of Article 12. However prior to the Hospital hiring a new Employee from outside the bargaining unit, Employee who is on layoff should be recalled to such available openings.

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

13.05 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 12.03

13.06 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 he has the ability to perform the work.

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

13.08 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 11.05 (f).

- 13.09 Full-time Employees who have been recalled to a temporary position as provided under 13.08 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 for part time employees during their period of temporary recall provided that the Employee is not in receipt of any Hospital subsidized benefits

#### **ARTICLE 14- PREGNANCY AND PARENTAL LEAVE**

##### **Pregnancy Leave (Full-time and Part-time)**

- 14.01 Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for Pregnancy leave shall be thirteen (13) weeks of continuous service.
- 14.02 The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- 14.03 The employee shall reconfirm her intention to return to work on the date originally approved in Clause 14.02 above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- 14.04 An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly 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 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave. For part-time employees, regular weekly earnings will be calculated by taking the average number of hours per week for the 13 weeks preceding the start of the Maternity leave. The service requirement for the eligibility to receive the supplemental benefit shall be ten (10) months of continuous service.
- 14.05 Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- 14.06 The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

#### **Parental Leave**

14.08 Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

14.09 An employee, who qualifies for parental leave, other than an adoptive parent, 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.

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

14.11 An employee shall reconfirm his or her intention to return to work on the date originally approved in Clause 14.08 above by written notification received by the Hospital at least two (2) weeks in advance thereof.

14.12 An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave. For part-time employees regular weekly earnings will be calculated by taking average number of hours per week for the 13 weeks preceding the start of the parental leave. The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. The service requirement for the eligibility to receive the supplemental benefit shall be ten (10) months of continuous service.

14.13 Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.

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

## ARTICLE 15 –LEAVES OF ABSENCE

### 15.01 Bereavement Leave

- (a) For the purpose of Bereavement Leave, a Member of the employee's family is defined as spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, common law partner or same sex partner.

Notwithstanding the above at the discretion of the Hospital, one day of leave of absence may be granted for a relative not included in the list.

- (b) Full-time Employees are eligible for up to three (3) consecutive scheduled working days' immediately following the death of the deceased family member listed in paragraph 15.01 (a), up to and including the date of the funeral. At the discretion of the manager an extension of the leave may be granted if the employee is attending the funeral beyond reasonable commuting distance of Toronto ( 100 miles)
- (c) Part-time Employees are eligible for paid bereavement leave for the scheduled hours which would have been worked in the three working days immediately following the death of the deceased family member.

### 15.02 Personal Leave of Absence

Written requests for a personal leave of absence without pay will be considered on an individual basis 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.

### 15.03 Leave With Pay for Family Related Responsibilities

- a) Employees may utilize accrued lieu time or accrued vacation for situations of Emergency Leave as recognized under the Ontario Employment Standards Act.
- b) Employees who qualify may take an unpaid leave for Family Medical Leave, pursuant to the Employment Standards Act.

- c) Employees who qualify may also be eligible for Compassionate Care Benefits, pursuant to the Employment Insurance Act.

#### 15.04 Education Leave

- (a) Leave of absence, with or without loss of seniority, may be granted for the purpose of further education determined by the Employer to be directly related to the Employee's employment upon written application by the Employee.
- (b) *There will be no 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.*
- (c) The Hospital shall pay the cost of a technical course that the Hospital requires the Employee to take.

#### 15.05 Jury and Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that:
  - (i) The employee, upon notification that a court appearance is required, immediately informs their manager of the intended absence;
  - (ii) The employee provides the manager with proof that the court appearance is required;
  - (iii) Upon receipt of court pay, the employee submits such earnings to the Finance Department.

#### 15.06 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Institute conventions, seminars, education classes or other Institute business provided that such leave will not interfere with the efficient operation of the Hospital. The number of days granted under this clause shall not normally exceed ten (10) days in total in any calendar year.
- (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.
- (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 Institute 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 Institute.

## ARTICLE 16- SICK LEAVE

### 16.01 Full-time Employee

- a) Employees shall be credited with 2.596 hours of paid sick leave for each week of active service to a maximum accumulation of nine hundred (900) hours. These hours are equivalent to one and one-half (1.5) days at seven and one-half (7.5) hours per day for each month or a total of eighteen (18) days to a maximum cumulative total of one hundred and twenty (120) days.
- b) Sick credits begin accumulating in the first week a full-time employee is hired or transfers to full-time.
- c) Employees shall be provided with an update of their sick leave accumulation, upon request, with reasonable notice being given
- d) No payment is made when an employee has exhausted their sick leave with pay credits. An employee who is unable to return to work will be issued a Record of Employment, if required, to submit a claim for sick benefits paid by Employment Insurance (EI).
- e) Employees who qualify for long term disability benefits shall be covered beyond one hundred and twenty (120) calendar days, inclusive of any paid sick leave and/or EI paid days, from the first day of disability according to the term of the insurance plan.
- f) No sick pay benefit is payable for the first fifteen (15) hours of absence for the sixth (6<sup>TH</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).

### 16.02 Part time Employee

A Part time employee is not entitled to paid sick leave credits but receives a Percentage in Lieu of Benefits Payment as defined in Article 21.05.

### 16.03 Medical & Dental Appointments

Employees may utilize lieu time, float or vacation time, in order to attend Medical or Dental appointments. If no lieu time is available, the Employee may request an unpaid leave of absence. Such request will not be unreasonably denied.

### 16.04 WSIB

In the case of an accident, which will be compensated by the WSIB, the employer will pay the employee's wages for the day of accident, without deduction from sick leave credits.

Absence for sickness or accident compensable by the WSIB will not be charged against sick leave credits.

## ARTICLE 17- HOURS OF WORK

17.01 Except as provided for in clauses 17.07 and 17.08,

- (a) The Normal work week shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive;
- (b) The normal workday for full-time employees shall be seven decimal five (7.5) consecutive hours, exclusive of a half hour unpaid meal period, between the hours of 6:00 am and 8:00 pm.
- (c) It is understood that the Hospital may require employees to work overtime hours subject to operational requirements.

17.02 Full-time and regularly scheduled part-time employees' normal work schedules shall be established by the Hospital, and posted for Employees at least four (4) weeks in advance.

17.03 There shall be two (2) fifteen (15) minutes paid rest breaks per full working day except on occasions when operational requirements do not permit.

17.04 There shall be no split shifts without the consent of the Employees concerned.

17.05 Employees may exchange shifts if there is no increase in cost to the Hospital provided the Manager approves the exchange.

17.06 Flexible Hours

Upon mutual consent between the Employee and the Hospital, an Employee may work flexible hours so long as the daily hours amount to seven decimal five (7.5).

17.07

(a) Due to operational requirements, the Hospital may implement any change in the current hours of operation and/or days of operation.

(b) The Hospital shall provide the Union and the 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 Centre.

(c) The Hospital shall provide the Union and the 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 Centre.

17.08 "Rotating or irregular work schedule" means a work week other than Monday to Friday. When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than six (6) weeks:

(a) On a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;

(b) Work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;

- (c) When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two decimal five (52.5) hours without at least two (2) consecutive days of rest. Upon request of an employee and with the concurrence of the Employer, the employee's days of rest may be split.
- (d) Full-time employees shall receive two (2) out of four (4) consecutive weekends (Saturday and Sunday) off duty, except when by mutual agreement between the Manager or his/her designate and the employee.

#### 17.09 Shift Premiums

An employee is entitled to shift premium for all hours worked where the majority of the regularly scheduled hours fall between 15:00 and 0700 hours. The premium also applies to part time employees who do not work a full 7.5 hour shift

- (i) An evening shift is any shift where the majority of the regularly scheduled hours fall between 15:00 and 23:30. The premium payable for an evening shift is \$ 1.25 per hour
- (ii) A night shift is any shift where the majority of the regularly scheduled hours fall between 23:30 and 07:00. The premium payable for an night shift is \$ 1.50 per hour
- (iii) A week end shift premium is payable for all hours within the 48 hour period worked from midnight of a Friday night to midnight of a Sunday night. The premium payable for a week end shift is \$1.60 per hour.

17.10 Notwithstanding the provisions of Article 17 above and elsewhere in the collective agreement, the parties may, upon mutual agreement, agree to implement alternative flexible work arrangements. The parties recognize that the provisions of Article 17 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 between the parties.

### ARTICLE 18- OVERTIME

18.01 "Overtime" means hours worked in excess of the maximum full-time hours as defined in Article

18.02 Payment for overtime shall be at the rate of one and one half (1 ½) 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 shift.
- (b) When called in for duty on an off-shift to cover a complete shift or part thereof, i.e., normal day off.
- (c) Overtime will not be paid for periods of 15 minutes or less.

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.

- 18.03 When an Employee who has completed his regularly scheduled tour and left the Hospital is called in for duty outside his 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 his regularly scheduled shift. In such case, he will receive time and one-half (1 ½) his regular straight time hourly rate for actual hours worked up to the commencement of his regular shift. The Hospital will also pay for transportation as defined in its policies. 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 part-time Employees who are requested to work a previously non-scheduled shift.
- 18.04 Both parties recognize that there shall be no pyramiding of overtime or other premium rates.
- 18.05 Employees shall not be required to lay-off on a regularly scheduled day of work in order to equalize any overtime worked.
- 18.06 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. Beginning on April 1, 2013, the accumulation of such lieu time shall be limited to a maximum of 25 hours of overtime, i.e. 37.5 hours equivalent straight time.

18.07 On-Call/Call-Back

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

It is understood that whenever on-call is required by the Hospital that the schedules shall be established by the Hospital and posted for all Employees at least four (4) weeks in advance.

As of September 29, 2012:

- An employee will be paid \$3.30 per hour for the time required to be on-call on weekdays or weekends.
- An employee will be paid \$4.90 per hour for the time required to be on-call on paid holidays.

When called in to work under this provision, the on-call premium as provided here in should not be payable for any hours when call-in is paid as provided under Article 18.03.

Employees may switch with each other with the prior approval of management. Such approval shall not be unreasonably withheld.

An Employee called in to work on a paid holiday shall be paid in accordance with Article 18.03 in addition to any holiday pay for which he may have otherwise qualified had he 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 19.04 (Paid Holidays).

#### **ARTICLE 19 – PAID HOLIDAYS**

19.01 The Employer undertakes to grant the following holidays with pay on the day on which they fall to all employees covered by the Agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Christmas Day	Victoria Day
Boxing Day	Canada Day, July 1

Should the Federal or Provincial government proclaim an additional holiday, it will be included in addition to the above and one float day will be removed.

19.02 Subject to the above, all employees are granted two float days annually as of April 1 of each year. Employee can schedule these 2 float days at a mutually agreed time.

19.03 In order to qualify for payment for the above named holidays under the provisions of this Agreement, an employee must work the employee's last scheduled shift immediately before the holiday and his first scheduled shift immediately after the holiday. If an employee's absence on either of these shifts is due to illness as confirmed by medical certificate, they will qualify for holiday pay.

19.04 To maintain continuous coverage of essential services, employees may be scheduled to work on the above holidays and are paid at time and one-half their normal rate of pay for all hours worked in addition to the holiday pay granted above.

19.05 Dependent on departmental needs, an employee may be granted an alternate day off without pay at a later date.

19.06 If a paid holiday falls on an employee's regularly scheduled day off, such as a holiday falling on a weekend day, the day off is rescheduled to a designated day usually the next regular day of business as determined by management.

19.07 Holiday pay/lieu time will be administered as per the Employment Standards Act (ESA)

## ARTICLE 20 – VACATIONS

20.01 The parties recognize that Employees require vacation time to attend to personal matters and for vacation. Full-time Employees shall be entitled to accrue annual vacation with pay for the following vacation year on his anniversary date based upon his length of continuous service on the following basis:

- (a) Employees in the first year of employment to three (3) years of completed continuous service shall be entitled to accrue 1.25 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of three (3) weeks (15 days) with pay at their regular straight time hourly rate of pay
- (b) As of September 29, 2012, employees with more than three (3) years of completed continuous service to thirteen (13) years of completed continuous service shall be entitled to accrue 1.666 days vacation with pay per full calendar month of completed continuous service to a maximum annual vacation of four (4) weeks (20 days) with pay at their regular straight time hourly rate of pay.
- (c) As of September 29, 2012, employees with more than thirteen (13) years of completed continuous service to twenty-two (22) years of completed continuous service shall be entitled to accrue 2.083 days vacation with pay per full calendar month of completed continuous service to a maximum annual vacation of five (5) weeks (25 days) with pay at their regular straight time hourly rate of pay.
- (d) As of September 29, 2012, employees with more than twenty-two (22) years of completed continuous service shall be entitled to accrue 2.5 days vacation with pay per full calendar month of completed service to a maximum of annual vacations of six (6) weeks (30 days) with pay at their regular straight time hourly rate of pay.
- (e) As of September 29, 2014, employees with more than twenty-eight (28) years of completed continuous service shall be entitled to accrue 2.921 days vacation with pay per full calendar month of completed service to a maximum of annual vacations of seven (7) weeks (35) days with pay at their regular straight time hourly rate of pay.

20.02 Vacation credits are accrued from the date of hire and may not be used until the Employee has completed at least three months of continuous service.

20.03 Vacation pay for part-time Employees shall be calculated reflecting her vacation service at the appropriate percentage (i.e. 6% if vacation entitlement is 3 weeks, 8% if vacation entitlement is 4 weeks or less, 10% if vacation entitlement is 5 weeks, 12% if vacation entitlement is six weeks) of regular straight time earnings.

Vacation pay with his regular bi-weekly pay based upon the above applicable percentage of regular weekly straight time earnings for the two (2) week pay period reflecting his vacation service.

- 20.04 Where an Employee is absent from work without pay, in excess of thirty (30) continuous calendar days, her vacation entitlement for that year will be reduced in proportion to the period of the absence except as provided by Article 11.04.
- 20.05 Vacation period shall be arranged subject to the approval of the Employee's immediate supervisor in accordance with the departmental policy.
- 20.06 Employees may accumulate vacation credits up to a maximum of eighteen (18) months' accrued credit.
- 20.07 (a) 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, provided such hospitalization can be verified by a medical certificate. The portion of the Employee's vacation that is deemed to be sick leave under the above provision will not be counted against the Employee's vacation credits.
- (b) Where an Employee's scheduled vacation is interrupted due to serious illness requiring the Employee to be an in-patient in a Hospital, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered as sick leave.
- (c) Where an Employee is ill prior to scheduled vacation such that he is housebound and in receipt of medical treatment, and such illness will or is likely to extend into the scheduled vacation period, he will be permitted to reschedule her vacation.
- 20.08 The value of any vacation entitlement earned but not used shall be added to the Employee's final pay cheque.

#### **ARTICLE 21 - HEALTH AND WELFARE BENEFITS**

21.01 Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, the Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time Employees in the active employ of the Hospital under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:

(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 eligible Employee in the Hospital one hundred percent (100%) of the billed premium under the Extended Health Care Plan in accordance with the terms and conditions of the Plan. The Extended Health Care Plan shall provide at least the benefits included in Group Benefits plan as of May 15, 2012 and shall not be modified for the duration of the collective agreement without the Institute's approval.

The plan shall be modified as of August 18, 2015 to provide Vision Care in the amount of 300.00 dollars.

The Extended Health Care Plan shall provide for a cap of \$9.00 on the reimbursement for the dispensing fee in the filling of a prescription.

Reimbursement for the prescribed 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.

(c) Group Life Insurance

All eligible full-time Employees are covered by the Group Life Insurance Plan in accordance with the terms and conditions of the Plan, which shall provide coverage in the amount of double the annual salary of the Employee. The Hospital agrees to pay one hundred percent 100% of the billed premium.

(d) Pension Plan

All eligible Employees must enrol in the Healthcare of Ontario Pension Plan (HOOPP) in accordance with the terms and conditions of such Plan.

(e) Dental Plan

Subject to the terms and conditions of the Plan, full-time eligible Employees shall be entitled to participate in the Group Dental Plan.

The Group Dental Plan shall provide at least the benefits included in Group Benefits plan as of May 15, 2012 and shall not be modified for the duration of the collective agreement without the Institute's approval.

The dental Plan shall provide as of August 18, 2015 for crowns, bridgework and repairs at 50/50 co-insurance to fifteen hundred dollars (\$1500.00) annual maximum.

The Hospital shall contribute seventy-five percent (75%) of the billed premium towards coverage of the eligible participating Employees under the Plan in the employment of the Hospital and such Employees shall pay the remaining premium through payroll deductions.

(f) Group Long Term Disability

Subject to the terms and conditions of enrolment, full-time Employees shall enrol in the Group Long Term Disability Insurance Plan. As the Employee contributes hundred percent (100%) of the premium through payroll deductions, the benefit is not taxable.

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

21.03 The Hospital will provide the Institute and each Employee with information booklets outlining all of the benefit plans defined in this Article. The Hospital will provide the Institute with copies of the master agreements upon request. Where there is any discrepancy between the information booklets and the insurance policy, the insurance policy shall govern.

21.04 In the event of a layoff of an Employee, the Hospital shall pay its share of the insured benefit premiums up to the end of the month in which the layoff occurs.

Thereafter, such Employees may continue to participate in the Semi-Private, Extended Health Care, and Dental insured benefit plans, subject to the terms and conditions of each plan, at his request, provided he makes arrangements for full payment of the benefit premiums. It is understood that such participation will be limited to a period of six (6) months.

21.05 Percentage in Lieu of Benefits Payment

Part-time and temporary full-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including Semi Private, Extended Health Care, Dental, Group life Insurance, paid sick leave, pension, holiday pay ( Payment for Statutory Holiday) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid. The percentage-in-lieu of benefit shall be reduced to ten percent (10%) for an employee who enrolls in the Pension Plan.

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 benefit 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 or overtime payments.

**ARTICLE 22- WORK OF THE BARGAINING UNIT**

22.01 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, to provide expertise, to cover leaves of absences when regular employees are not readily available. The parties recognize that field service engineers provide specialized expertise and that the Hospital may hire casual part time employees to perform work on an unscheduled as needed basis.

## 22.02 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 follows.

## ARTICLE 23 – TECHNOLOGICAL CHANGE

- 23.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his regular job.
- 23.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital will provide the Institute with no less than ninety (90) days calendar days notice of such technological change. The Hospital undertakes to meet with the Institute to consider the minimizing of adverse effects (if any) upon the employees concerned.

## ARTICLE 24- COMMUNICATIONS TO EMPLOYEES

- 24.01 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
- 24.02 It shall be the duty of each employee to notify the Hospital promptly of any changes in their addresses and telephone number(s). If an employee fails to do so the Hospital will not be responsible for failure to contact an employee, whether communication is sent by registered mail or otherwise.

## ARTICLE 25- JOB CLASSIFICATION

- 25.01 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 Institute of the same. If the Institute challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the 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.
- 25.02 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 Institute if requested to permit the Institute to make representation with respect to the appropriate rate of pay.

- 25.03 If the matter is not resolved following the meeting with the Institute, 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.
- 25.04 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 Institute raised the issue with the Hospital.

#### **ARTICLE 26 -COMPENSATION**

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

26.02 Progression on Salary Grid

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

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

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 his new classification which will provide an immediate increase over his previous salary rate.

A full-time Employee whose status is altered to that of part-time will maintain his prior hourly rate for that classification based on his scheduled hours.

26.03 Safety Shoes

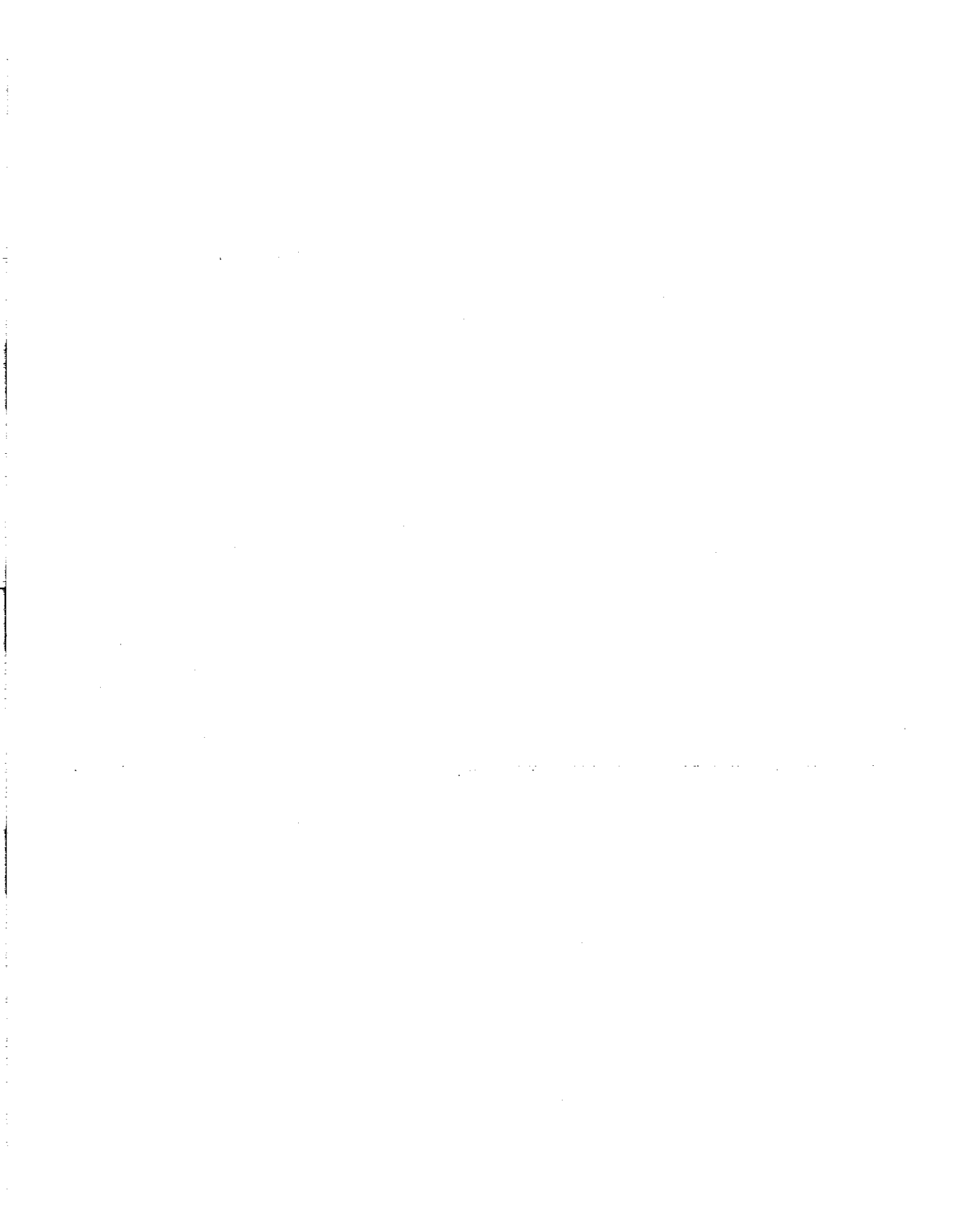
The Employer will reimburse an employee for the purchase of one approved pair of safety shoes to a maximum of \$150 every 2 years.

Schedule A

	<u>Eff. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
Electronics Technologist (PET1)	2013-Apr-01	\$32.282	\$34.298	\$36.314	\$38.342	\$40.354	per hour
	2013-Apr-01	\$62,950	\$66,881	\$70,812	\$74,767	\$78,690	per annum
	2014-Apr-01	\$32.734	\$34.778	\$36.822	\$38.879	\$40.919	per hour
	2014-Apr-01	\$63,831	\$67,817	\$71,804	\$75,814	\$79,792	per annum
	2015-Apr-01	\$33.192	\$35.265	\$37.338	\$39.423	\$41.492	per hour
	2015-Apr-01	\$64,725	\$68,767	\$72,809	\$76,875	\$80,909	per annum

Sr. Electronics Technologist (PET2)	2013-Apr-01	\$35.564	\$37.796	\$40.011	\$42.237	\$44.466	per hour
	2013-Apr-01	\$69,350	\$73,702	\$78,021	\$82,362	\$86,709	per annum
	2014-Apr-01	\$36.062	\$38.325	\$40.571	\$42.828	\$45.089	per hour
	2014-Apr-01	\$70,321	\$74,734	\$79,114	\$83,515	\$87,923	per annum
	2015-Apr-01	\$36.567	\$38.862	\$41.139	\$43.428	\$45.720	per hour
	2015-Apr-01	\$71,305	\$75,780	\$80,221	\$84,684	\$89,154	per annum

Mechanical Technologist (PET3)	2013-Apr-01	\$32.282	\$34.298	\$36.314	\$38.342	\$39.352	per hour
	2013-Apr-01	\$62,950	\$66,881	\$70,812	\$74,767	\$76,736	per annum
	2014-Apr-01	\$32.734	\$34.778	\$36.822	\$38.879	\$39.903	per hour
	2014-Apr-01	\$63,831	\$67,817	\$71,804	\$75,814	\$77,811	per annum
	2015-Apr-01	\$33.192	\$35.265	\$37.338	\$39.423	\$40.462	per hour
	2015-Apr-01	\$64,725	\$68,767	\$72,809	\$76,875	\$78,900	per annum



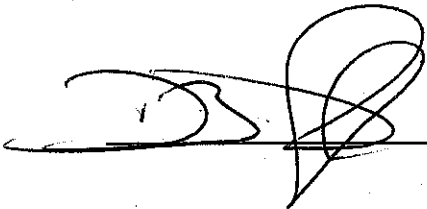
**ARTICLE 27 – DURATION**

27.01 This Agreement shall remain in full force and effect until March 31, 2016 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.

FOR THE HOSPITAL

FOR THE PROFESSIONAL INSTITUTE

OF THE PUBLIC SERVICE OF CANADA



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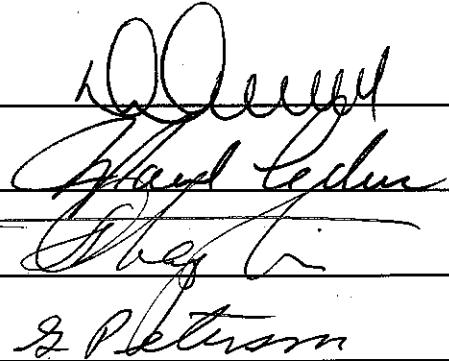
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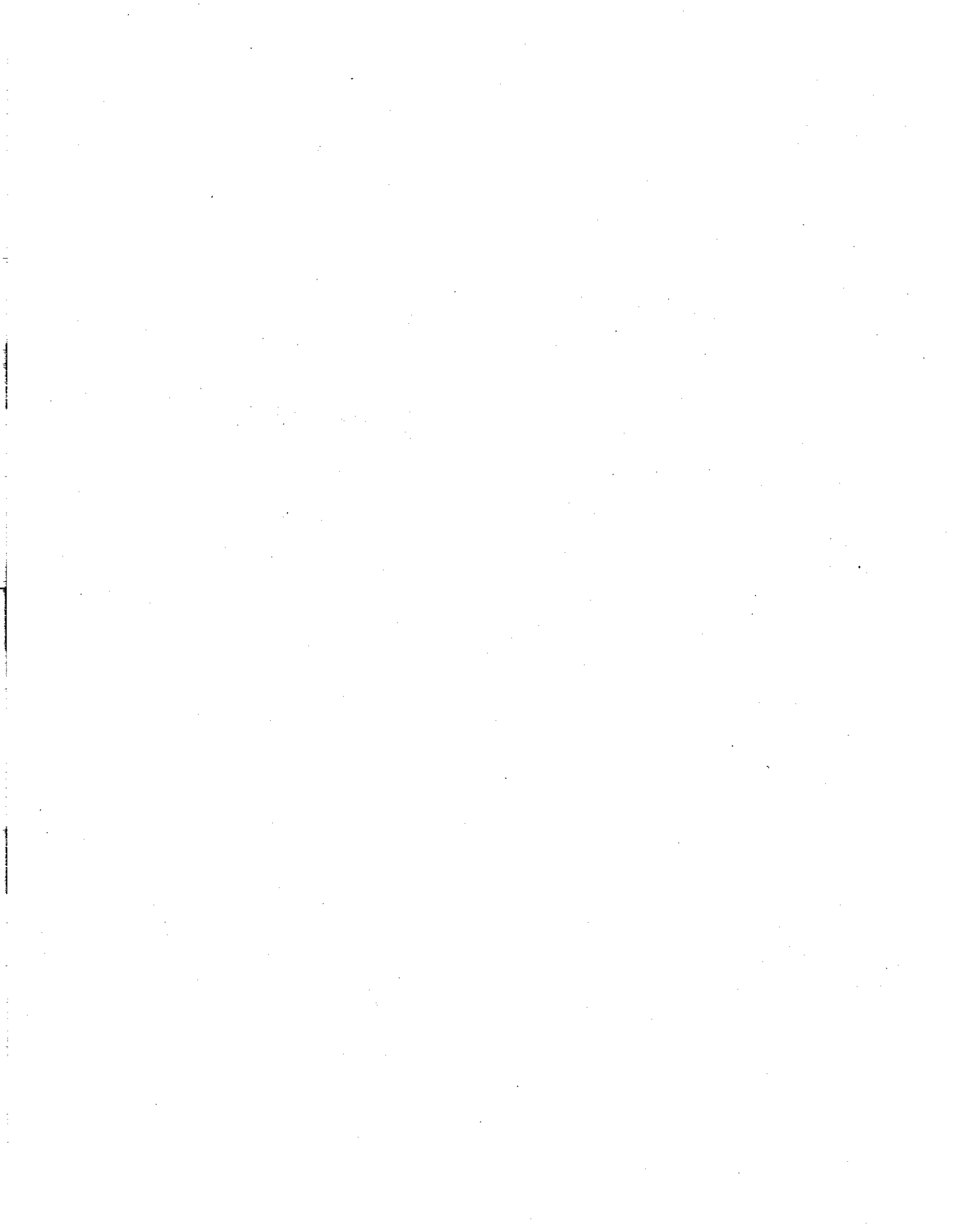
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SIGNED THIS 4 DAY OF October, 2016 IN TORONTO ONTARIO.



## LETTER OF UNDERSTANDING

### HEALTH AND SAFETY

The Hospital and the Institute agree to abide by the provisions of the Occupational Health and Safety Act. The Institute shall have the right to appoint one member to represent all the members of the Institute 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.

#### Modified Work

The Hospital will notify the Institute's Occupational Health and Safety representative of the names of all Employees who go off work due to a work related injury or when an Employee goes on Long Term Disability (LTD).

When it has been medically determined that an Employee is unable to return to the full duties of his position due to a disability that is expected to exceed four (4) weeks, the Hospital will notify and meet with a representative of the Institute to discuss the circumstances surrounding the employee's return to suitable work. An Employee may request the presence of an Institute steward or representative at return-to-work discussions. The unavailability of the Institute steward or representative will not delay the return to work meeting

The Hospital, with the Employee's consent, will inform the Union within seventy-two (72) hours of Occupational Health receiving an incident report from any Employee who has been assaulted while performing his work of such assault.

The Hospital will consider requests for reimbursement for damages incurred to the Employee's personal property such as eyeglasses and clothing as a result of being assaulted during the course of his employment. It is understood that the Employee will first seek compensation for such damages from WSIB.

