

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUNNYBROOK HEALTH SCIENCES CENTRE**

**AND**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

**in respect of the Sunnybrook Radiation Therapy (SUN-RT) Group**

**Expires: March 31, 2021**

## TABLE OF CONTENTS

<i>ARTICLE 1 - PURPOSE</i> .....	1
<i>ARTICLE 2 - DEFINITIONS</i> .....	1
<i>ARTICLE 3 - RECOGNITION</i> .....	1
<i>ARTICLE 4 - MANAGEMENT RIGHTS</i> .....	3
<i>ARTICLE 5 - NO DISCRIMINATION</i> .....	4
<i>ARTICLE 6 - NO STRIKES, NO LOCKOUTS</i> .....	6
<i>ARTICLE 7 - UNION SECURITY</i> .....	6
<i>ARTICLE 8 – REPRESENTATION AND COMMITTEES</i> .....	7
<i>ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE</i> .....	14
<i>ARTICLE 10 - ACCESS TO EMPLOYEE’S PERSONNEL FILES</i> .....	18
<i>ARTICLE 11 - SENIORITY</i> .....	18
<i>ARTICLE 12 - JOB POSTING</i> .....	21
<i>ARTICLE 13 - LAYOFF AND RECALL</i> .....	22
<i>ARTICLE 14 - LEAVES OF ABSENCE</i> .....	24
<i>ARTICLE 15 – SICK LEAVE</i> .....	30
<i>ARTICLE 16 - HOURS OF WORK</i> .....	32
<i>ARTICLE 17 – OVERTIME</i> .....	33
<i>ARTICLE 18 - PAID HOLIDAYS</i> .....	35
<i>ARTICLE 19 – VACATIONS</i> .....	37
<i>ARTICLE 20 - HEALTH AND WELFARE BENEFITS</i> .....	39
<i>ARTICLE 21 – PROFESSIONAL DEVELOPMENT AND ADVANCEMENT</i> .....	43
<i>ARTICLE 22 - COMPENSATION</i> .....	43
<i>ARTICLE 23 -TECHNOLOGICAL CHANGE</i> .....	46
<i>ARTICLE 24 - GENERAL</i> .....	47
<i>ARTICLE 25 – DURATION</i> .....	47
<i>SIGNATURE PAGE</i> .....	48
<i>LETTER OF UNDERSTANDING 12 YEAR SERVICE PREMIUM</i> .....	49
<i>LETTER OF UNDERSTANDING EDUCATION COMMITTEE</i> .....	50
<i>LETTER OF UNDERSTANDING AREA OF ASSIGNMENT</i> .....	51
<i>LETTER OF UNDERSTANDING LIABILITY INSURANCE</i> .....	52
<i>LETTER OF UNDERSTANDING STATUTORY HOLIDAYS</i> .....	53
<i>LETTER OF UNDERSTANDING - BILL 124 RE-OPENER</i> .....	54
<i>LETTER OF UNDERSTANDING - PANDEMIC PAY RE-OPENER</i> .....	55
<i>LETTER OF UNDERSTANDING - HOURS OF WORK</i> .....	56
<i>LETTER OF UNDERSTANDING - VACATION SCHEDULING PROCESS</i> .....	57
<i>SCHEDULE "A" HOURLY WAGE RATES</i> .....	58

## ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the 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 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 For the purposes of this Agreement the term “Supervisor” means a person who exercises managerial functions and who is excluded from the bargaining unit.

## 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, Dosimetrists, Radiation Therapist Clinical Coordinators, Clinical Education Director/Clinical Coordinator and Clinical Educator employed by the Hospital, in the City of Toronto, save and except Manager Radiation Therapy, Education and Research, Student Radiation Therapists, Supervisors and persons above the rank of Supervisor.
- 3.02 Professional Certification and Licensing Requirements

All Radiation Therapists, Dosimetrists and Clinical Coordinators, Clinical Education Director/Clinical Coordinator and Clinical Educator, 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 **and Imaging** Technologists of Ontario (**CMIRTO**). Such time will be extended for satisfactory reasons where the CMIRTO permits the Employee's certificate to remain in effect.

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 subject of a grievance or arbitration.

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 the normal full time hours of work as defined under Article 16.01.
- (b) A part-time Employee is one who is regularly scheduled to work less than the normal full time hours of work as defined under Article 16.01.

Part-time employees are classified under two categories:

- (i) A regular part-time employee who normally is regularly scheduled to work twenty-one (21) hours or more per week.
  - (ii) A part-time employee who normally is regularly scheduled to work less than twenty-one (21) 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 **eighteen (18)** 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.

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).

**An Employee who transfers from term to regular part-time or full-time status shall not be required to serve a probationary period where such Employee has 450 hours of continuous employment with the hospital from the date of last hire. Where no such probationary period has been served, the number of hours worked since the last date of hire shall be credited towards the probationary period.**

Upon **transfer into** 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;
  - (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 practised 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 **It is agreed that there will be no discrimination by either party or by any of the Employees covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. ref: Ontario Human Rights Code.**
- 5.03 **Harassment and Discrimination**
- (a) **"Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression, or disability". ref: Ontario Human Rights Code, Sec. 5 (2) and 10 (1).**

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". ref: Ontario Human Rights Code, Sec. 7 (2)

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) "Every person has a right to be free from,
- (i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - (ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref Ontario Human Rights Code, Sec. 7 (3)
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.
- (f) Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.
- (h) The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
- Reviewing the hospital's harassment policy and making joint recommendations to the parties;
  - Promoting a harassment free workplace where there is 'zero tolerance';
  - Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees;
  - Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee Assistance Programs, staff supports);

- **Development of processes to address the accommodations/ modified work needs for Employees;**
- **Development of assertiveness training programs.**

**NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: Ontario Human Rights Code, Sec. 10 (1)**

**5.04 The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.**

#### **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 Employee's first pay following the hire date.

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.

7.05 The amounts so deducted shall be remitted monthly to the Section Head, Membership Services 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 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 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 The Union may elect, appoint or otherwise select and the Hospital will recognize four (4) representatives at the Hospital from among Employees in the bargaining unit for the purpose of dealing with Union business as provided under this Collective Agreement.

- 8.02 Union representatives and members of committees have their regular work to perform on behalf of the Hospital. If it is necessary for a representative member to deal with grievances or other Union business connected with this Agreement during their scheduled hours of work, they shall not leave their work area without first obtaining the permission of the Supervisor or alternate. When resuming their regular work, they shall again report to the Supervisor or alternate. In accordance with this understanding, a local Union representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at meetings related to the resolution of a grievance 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 grievance meetings or any other proceedings, related to the grievance with the Hospital shall be the sole responsibility of the Union.

- 8.03 Negotiating Committee

The Hospital will recognize a Negotiating Committee of up to three (3) Employees to negotiate renewal Agreements with the Hospital.

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 three (3) Employees appointed by the Union and up to three (3) 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 one (1) 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 All reference to Union representatives, committee members and officers in this Agreement shall be deemed to mean Union representatives, committee members or officers of the Union who are Employees of the Hospital.

8.06 If approval is obtained in advance from the designated Hospital Representative at the Hospital, the Union may hold meetings on the Hospital premises.

8.07 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.

8.08 The Union will inform the Hospital's Director, Labour and Employee Relations 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.

8.09 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.

8.10 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.

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and

agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and employee under the Occupational Health and Safety Act, making particular reference to the following:

- (i) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [Occupational Health and Safety Act, s.25(2)(h)].
- (ii) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risks and protects employees.
- (iii) The Hospital will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may, in writing, agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (iv) When the Employer receives written recommendations from a health and safety representative, that Employer shall respond in writing within twenty-one days. [Occupational Health and Safety Act, s.8(12)].
- (v) The Employer's response shall contain a timetable for implementing the recommendations the Employer agrees with and give reasons why the Employer disagrees with any of the recommendations that the Employer does not accept. [Occupational Health and Safety Act, s. 8(13)].
- (vi) The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [Occupational Health and Safety Act, s.25(1)(a)].
- (vii) The employee shall use or wear the equipment, protective devices or clothing that the Employer requires to be used or worn. [Occupational Health and Safety Act, s.28(1)(b)].
- (viii) The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [Occupational Health and Safety Act, s.28(2)(b)].
- (ix) A worker who is required by his or her Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training.
- (x) Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93 – Health Care].

(b) The parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

(i) Violence in the Workplace (including Verbal Abuse)

In particular, the parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

- Electronic and visual flagging;
- Properly trained security who can de-escalate, immobilize and detain/restrain;
- Appropriate personal alarms;
- Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments;
- Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.

(ii) Musculoskeletal Injury Prevention

(iii) Needle Stick Injury Prevention

(iv) Employees who regularly work alone or who are isolated in the workplace.

(c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.

(d) In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the Hospital, provide information of such employment to the Hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(e) Joint Health and Safety Committee

(i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

(ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent

information in its possession. The Committee shall respect the confidentiality of the information.

- (iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- (v) Any representative appointed or selected in accordance with (e)(i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to,

- A. one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting.
- B. such time as is necessary to attend meetings of the Committee;
- C. such time as is necessary to carry out [inspections and investigations under subsection 9(26), 9(27), and 9(31) of the Act.]” ref: Occupational Health and Safety Act, Sec.9(34);
- D. where an investigation is required under the Occupational Health and Safety Act, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a Union representative to be involved in an investigation involving Union members; and

“A member of a Committee shall be deemed to be at work during the times described (above) and the member’s Employer shall pay the member for those times at the member’s regular or premium rate as may be proper.” Ref: Occupational Health and Safety Act, Sec.9(35)

- (vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee’s physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- (viii) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are

available protective medications, such medications shall be provided at no cost to the employees.

(ix) At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.

(x) “A member of committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member’s employer shall pay the member for the time spent at the member’s regular or premium rate as may be proper”. ref: Occupational Health and Safety Act, Sec. 9(36) “[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified”. Ref: Sec9(37)

(xi) A) “A worker may refuse to work or do particular work where he or she has reason to believe that,

1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;

2) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or

3) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker”. ref: Occupational Health and Safety Act, Sec. 43(3).

B) A refusal to work or do particular work as outlined in Article 7.05(e) (xi) (A) shall not be considered a contravention of Article 5.01.

NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed with the Hospital and the other Unions representing employees of the Hospital.

## 8.12 Workplace Violence

### Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

### Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Hospital's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Union and the Joint Health and Safety Committee.

### Notification to the Union

Where the Employer is aware that certain issues have occurred, the Employer will notify the Joint Health and Safety Committee and union in writing of all incidents related to violence within 4 days. For critical injuries the employer will notify the Joint Health and Safety Committee and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

### Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

### Staffing levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability to both identify and to subsequently deal with potentially violent situations.

### Training

The Employer agrees to provide training and developed in consultation with the Joint Health and Safety Committee, on the violence prevention and harassment policies and programs on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

### Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

## 8.11 Modified Work

The Hospital will notify the Union'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 her position due to a disability that is expected to exceed four (4) weeks, the Hospital will notify and meet with a representative of the Union to discuss the circumstances surrounding the employee's return to suitable work. An Employee may request the presence of a union representative at return-to-work discussions.

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 her 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 her employment. It is understood that the Employee will first seek compensation for such damages from WSIB.

The parties acknowledge the Hospital's policies on the duty to accommodate.

## **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) **business** 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) **business** 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) **business** 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) **business** days following the initial complaint.

### Step No. 1

The Employee, with the assistance of a Union representative, 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) **business** 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) **business** days following the decision under Step No. 1, the Employee, with the assistance of a Union, 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) **business** 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 up to two (2) Institute steward and/or representatives. It is understood that the Griever may attend this meeting. A decision of the Hospital shall be delivered in writing within nine (9) **business** 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) **business** 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) **business** 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 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 effected. 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) **business** 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) **business** 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 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 step of the Grievance or Arbitration Procedures where the reference is calendar days.

#### **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.

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's record has been discipline free for 12 months.**

**Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.**

## **ARTICLE 11 - SENIORITY**

### 11.01 Seniority

(a) 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 31<sup>st</sup> of each year and shall be posted on the Hospital's **Intranet** and one (1) **electronic** copy sent to the Union on or before February 1<sup>st</sup> of the following year. The seniority list shall include each Employee's job classification and status and each Employee's seniority with the Hospital.

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 pro-rated 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.
- (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 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 upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (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 Bargaining 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.
- (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) 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.
- (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.
- (d) Where an applicant has been selected in accordance with this Article and she requests within a sixty (60) 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 one hundred and twenty (120) calendar days 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 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.
- 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 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 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.

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 twenty (20) 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 three (3) Employees from the Hospital shall be granted such leave at the same time nor shall the period of such leave exceed three (3) consecutive working days.
- (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 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 **of seventeen (17) weeks** 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 one (1) month 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 four (4) 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.

(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 22 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 her weekly rate of Employment Insurance Pregnancy Benefits and any other earnings.

Such payment shall commence following completion of the **one (1)** 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.

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 **sixty-one (61)** consecutive weeks duration, or **sixty-three (63)** consecutive weeks where the Employee is subject to a waiting period provided under the Employment Insurance Act.
- (c) An Employee who intends to request parental leave without pay shall notify the Hospital at least four (4) 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.
- (d) The Hospital may require an Employee to submit a birth certificate or proof of adoption for the child.
- (e) Parental leave without pay taken by a Hospital couple shall not exceed a total of **sixty-one (61)** weeks for both Employees combined, or **sixty-three (63)** consecutive weeks where one of the Employees is subject to a waiting period provided under the Employment Insurance Act.
- (f) 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.
- (g) 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.
- (h) Parental Leave SUB Payment

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 (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 **one (1)** 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. Effective April 1, 2009, the maximum period shall be twelve (12) 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.

- (i) 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 Return to Work Service Agreement

Employees who qualify for the supplemental unemployment benefit payment and request a supplemental unemployment benefit payment as provided above under Article 14.04 (f) and 14.05 (h) will be required to complete and sign a Return to Work Service Agreement. The Return to Work Service Agreement shall require that they commit to return to work immediately following the expiry of their pregnancy leave and/or any extended period for which they have been granted for parental leave for a minimum period equivalent to the number of consecutive weeks of supplemental unemployment benefits received. The Employee shall also be required, should they terminate their employment prior to completion of this commitment, to repay to their Hospital the full amount of the supplemental unemployment benefit payment received within a period of six (6) months of their last day of employment.

#### 14.07 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.

#### 14.08 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.

14.09 Bereavement Leave

- (a) For the purpose of Bereavement Leave the following definitions shall apply:

Immediate Family is defined as spouse, daughter, son, sister, brother, mother, father, grandparent, grandchildren, legal guardian, and step relation within this definition.

Extended Family refers to in-laws of the "Immediate Family" definition, above.

Spouse is defined as the person of the same or opposite sex with whom an employee has lived in a marriage or a common-law relationship for a period of one or more continuous calendar years.

- (b) Full-time and regular part-time Employees are eligible for:
  - (i) up to five (5) consecutive calendar days' paid leave, one day of which includes the funeral, in the event of the death of an immediate family member, and
  - (ii) up to three (3) consecutive calendar days' paid leave, one day of which includes the funeral, in the event of the death of an extended family member.

Additional time for personal, cultural, or religious reasons, or for other family members, may be taken as vacation time, accrued lieu time for overtime worked or unpaid leave.

**Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, in order to accommodate religious and cultural diversity.**

- (c) Bereavement leave pay for part-time Employees is pro-rated based on normal expected Full Time Equivalents.

- (d) Where an Employee's manager has approved bereavement leave, the Employee will be paid for the days she would normally have worked. If the Employee cannot attend the funeral, special consideration will be given to granting the leave for compassionate reasons.

#### 14.10 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 Sick leave means the period of time when an Employee is permitted to be absent from work due to sickness or accident rendering her unable to perform her regular duties as an Employee and not compensable under the Workplace Safety and Insurance Act. The parties recognize that sick leave is for the sole purpose of the personal illness of the employee.

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 ½) days of sick leave per month of continuous service.
- (b) Absence for sickness or accident compensable by the WSIB 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 four (4) or more consecutive working days shall normally be required to have a

medical certificate and to report to Occupational Health at the Hospital before returning to work.

- (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.
  - (f) In all cases of absence due to illness, an Employee has an obligation to keep the Hospital informed on a continuous basis as to the duration of the absence and the expected date of return.
  - (g) Except in circumstances beyond her control, an Employee must give notice to the message call centre no later than one-half hour prior to the start of the first scheduled shift on the day that she will not be reporting for duty by reason of illness.
  - (h) The Union recognizes the right of the Hospital to administer an Attendance Management Program.
- 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 Medical & Dental Appointments

Employees may utilize lieu time, or flex time, in order to attend Medical or Dental appointments. If no lieu time is available, the Employee may request an unpaid leave of absence.

- 15.06 Employees shall be provided with an update of their sick leave accumulation, upon request, with reasonable notice being given.
- 15.07 Any full-time Employee, or part-time Employee who is regularly scheduled to work twenty-one (21) or more hours per week, who transfers to a part-time position of less than twenty-one (21) hours per week shall have her accumulated sick leave credits frozen at her current level.

It is further understood and agreed that if the Employee transfers back to a full-time position, or a regularly scheduled part-time position of twenty-one (21) or more hours per week, she shall be credited with sick leave days equal to the amount she acquired prior to the transfer.

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

## ARTICLE 16 - HOURS OF WORK

- 16.01 The standard work day for full-time Employees shall be seven and one-half (7 ½) hours (exclusive of an unpaid meal break) and the standard work week for full-time Employees shall be thirty seven and one-half (37 ½) hours (exclusive of unpaid meal breaks). It is understood that the Hospital may require Employees to work overtime hours subject to operational requirements.
- 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.
- 16.03 The Hospital may 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 Centre.
- (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 Centre.
- 16.05 (a) There shall be two (2) fifteen (15) minute paid rest breaks in each normal daily shift, one during each half (½) tour. The Employee may, subject to 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 four (4) weeks in advance.
- (b) Subject to the approval of their Supervisor, Employees may arrange shifts 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.

### 17.02 Payment for Overtime

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. 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.
- (c)
  - (i) 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.
  - (ii) When an employee is required to work on a paid holiday she or he will receive two (2) times her or his regular straight time hourly rate for all hours worked that day.
  - (iii) 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 casual and part-time Employees who are requested to work a previously non-scheduled shift.
- (d) Both parties recognize that there shall be no pyramiding of overtime or other premium rates.
- (e) Employees shall not be required to lay-off on a regularly scheduled day of work in order to equalize any overtime worked.
- (f) 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).

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 (½) of one shift, the Employee shall receive an allowance of six percent (6 %) above her regular straight time hourly rate of pay for each hour so worked from the time of the commencement of the assignment.
- (c) Where an Employee is assigned the responsibility as a Team Leader for a period in excess of one shift, the Employee shall be paid a premium of five percent (5%) of her hourly rate in addition to her regular salary for each hour so worked from the commencement of the assignment.

17.04 On-Call/Call-Back

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

It is understood that whenever on-call is required by the Hospital, two (2) Employees shall be on call (first and second call) and that the schedules shall be established by the Hospital and posted for all Employees at least three (3) months in advance.

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 17.02 (c).

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

All on-call shall be on a voluntary basis. However, in the event there are not at least 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(c) 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) Schedules shall not be changed without prior notice to the Employees affected. Less than twenty-four (24) hours notice to full-time Employees will result in such Employees affected being paid at the rate of time and one-half (1 ½) 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.
- (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.

**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	Civic Holiday
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day	Boxing Day

Effective April 1, 2018 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	Civic Holiday
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Second Monday in June	Boxing Day
Canada Day	

Full-time employees are entitled to one (1) floating holiday in each calendar year. To be eligible for the float holidays in a particular float year, the employee must be on staff as of April 1<sup>st</sup>. The float year will run from April 1<sup>st</sup> to March 31<sup>st</sup> each year. There will be no carryover of float holidays from one year to the next.

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. This alternate day is to be taken by March 31 of the following year.

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.

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

An Employee receiving WSIB 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 ½) 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 ½) 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 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 her anniversary date based upon her length of continuous service on the following basis:

- (a) Employees in the first year of employment 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 in the calendar year to a maximum annual vacation of four (4) weeks (20 days) with pay at their regular straight time hourly rate of pay. Effective April 1, 2012, Employees in the first year of employment to twelve (12) years of completed continuous service shall be entitled to accrue 1.666 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of four (4) weeks (20 days) with pay at their regular straight time hourly rate of pay

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. Effective April 1, 2012, Employees with more than twelve (12) years of completed continuous service to twenty-one (21) 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.

- (b) Employees with more than twenty-one (21) 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. Effective April 1, 2012, Employees with more than twenty-one (21) 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.
- (c) Employees with more than twenty-seven (27) years of completed continuous service shall be entitled to accrue 2.921 days of 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 of hourly rate of pay.

19.02 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.

- 19.03 (a) Service for vacation entitlement as provided under Article 19.01 above for regular part-time Employees who are regularly scheduled to work twenty-one (21) or more hours per week shall be determined on the basis of 1725 hours

worked shall equal the equivalent of one year of full-time Employee service. Regular part-time Employees who are regularly scheduled to work twenty-one (21) or more hours per week shall receive prorated vacation with pay as provided under Article 19.01 at her straight time rate based on the ratio of her regular scheduled weekly hours worked to thirty-seven and one-half (37 ½) hours per week.

- (b) Service for vacation entitlement as provided under Article 19.01 above for part-time Employees who regularly work less than twenty-one (21) hours per week and temporary Employees shall be determined on the basis of 1725 hours worked shall equal the equivalent of one (1) year of full-time Employee service. Vacation pay for part-time Employees who regularly work less than twenty-one (21) hours per week and temporary Employees shall be calculated reflecting her vacation service at the appropriate percentage (i.e. 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 for part-time Employees who regularly work less than twenty-one (21) hours per week and temporary Employees shall be paid with her regular bi-weekly pay based upon the above applicable percentage of regular weekly straight time earnings for the two (2) week pay period reflecting her vacation service.

- (c) Vacation pay shall be paid to casual Employees on a bi-weekly basis and in lieu of vacation with pay and shall be calculated at 8.0 % of her regular straight time pay for the two-week period.

19.04 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.

19.05 Vacation period shall be arranged subject to the approval of the Employee's immediate supervisor in accordance with the departmental policy.

19.06 All vacation accrued by December 31st of one year must be taken by no later than December 31st of the following year. Subject to the approval of the designated Hospital Representative, an Employee may be granted for special circumstances a request that up to two (2) weeks of her vacation be carried over for one (1) additional year. Employees may accumulate vacation credits up to a maximum of eighteen (18) months' accrued credit.

19.07 (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 for 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 she is housebound and in receipt of medical treatment, and such illness will or is likely to extend into the scheduled vacation period, she will be permitted to reschedule her vacation.

19.08 The value of any vacation entitlement earned but not used shall be added to the Employee's final pay cheque.

19.09 Employees shall be permitted to have **advance borrowing of up to five (5) days vacation credit**. Should the Employee leave the employment of the Hospital prior to earning these credits, the Hospital is authorized for all purposes including those under the Employment Standards Act and Regulations, to make deductions from the Employee's outstanding wages for those credits not yet earned.

An Employee will be required to use any banked paid time available to her before the Hospital will authorize an advance under this clause.

## **ARTICLE 20 - HEALTH AND WELFARE BENEFITS**

20.01 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, (twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family deductible), with eye exams (to a maximum of \$90 every 24 months), vision care (\$325 every 24 months) including laser surgery expenses, hearing aid (\$500 every 36 months) and orthotics (to a maximum of \$400 one (1) pair every 12 months) coverage.

**Effective January 1, 2021**, Professional services of the following licensed, certified or registered paramedical practitioner (when operating in their recognized fields) for physiotherapist, chiropractic, psychologist, speech pathologist, massage therapist, podiatrist, **chiropracist**, naturopath and

acupuncturist to a combined **\$670** annual maximum for single coverage and a combined **\$1220** annual maximum for family coverage (**\$670** per member maximum and **\$495** per dependent maximum). Claims to be paid in accordance with the Health Care provider's reasonable and customary charges.

The Extended Health Care plan shall provide care for dependents from the age of 21 to 25 who are in full-time attendance at an accredited college, university or other institute of higher learning.

The Extended Health Care Plan shall provide for a cap of \$12.00 on the reimbursement for the dispensing fee in the filling of a prescription.

Reimbursement for 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.

First-time prescriptions shall be limited to a one (1) month supply.

(c) Group Life Insurance

All eligible full-time Employees may sign up for Group Life Insurance Plan in accordance with the terms and conditions of the Plan, which shall provide at least coverage in the amount of double the annual salary of the Employee. The Hospital agrees to pay ninety percent (90%) of the billed premium and such Employees shall pay the remaining premium through payroll deductions.

(d) Pension Plan

All eligible Employees must enrol in the Hospitals 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:

- (i) that recall visits for adults only shall be limited to a minimum of at least nine (9) months between dental recall appointments;
- (ii) for orthodontia 50/50 co-insurance with two thousand dollars (\$2000) maximum per insured lifetime coverage;
- (iii) for Crowns, bridgework and repairs 50/50 co-insurance with one thousand dollars (\$1000) annual maximum; and
- (iv) payment will be based according to the current O.D.A. Fee Schedule with a one-year lag.

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 and eligible regular part-time Employees shall enrol in the Group Long Term Disability Insurance Plan. The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible Employees under the long term disability plan, Employees shall pay the balance of the billed premiums through payroll deductions.

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

20.03 The Hospital will provide the Union and each Employee with information booklets outlining all of the benefit plans defined in this Article. The Hospital will provide the Union 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.

20.04 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 her request, provided she 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.

20.05 Percentage in Lieu of Benefits Payment

Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee who regularly works less than twenty-one (21) hours per week or term Employee who is employed for a term of less than one year's duration shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, SUB payments and pension, save and except salary and vacation 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 Hospital Pension Plan, any part-time Employee who is eligible may elect to participate in the Hospital Pension Plan. A part-time Employee who elects to participate in the Hospital pension plan shall have her percentage in lieu of benefits payment reduced by 4.5%.

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.

20.06 Prorating of Benefits For Regular Part-time Employees

The following provisions shall only apply to Regular Part-time Employees who are regularly scheduled to work twenty-one (21) or more hours per week:

- (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, Regular Part-time Employees as defined above shall be entitled to participate in the benefit plans provided under Article 20.01 subject to the terms and conditions of these plans.
- (b) The level of the Hospital's contributions, if any, to insured benefits in which a Regular Part-time Employee participates shall be determined by multiplying the applicable percentage indicated below by the percentage of Hospital contribution to insured benefits paid by the Hospital for Full-time Employees under Article 20.01:
  - (i) If the regularly scheduled hours of work are twenty-one (21) or more hours worked per week but less than thirty (30) hours per week, the applicable pro rata percentage shall be sixty percent (60 %).
  - (ii) If the regularly scheduled hours of work are thirty (30) hours or more per week but less than full time hours as defined in Article 16.01, the applicable pro-rata percentage shall be eighty percent (80%).

The Regular Part-time Employee shall be responsible for the payment of the remaining portion of premiums for benefits in which she is participating through payroll deductions.

- (c) A Regular Part-time Employee who meets the qualifiers under Article 18.02 shall be eligible for paid holidays as specified under Article 18.01. Payment for paid holidays shall be pro-rated and calculated in accordance with her applicable pro-rata percentage of seven and one-half (7 1/2) hours pay at her regular straight time hourly rate.
- (d) All sick leave provisions in Article 15 shall apply, except that a Regular Part-time Employee shall accrue sick leave credits on the basis of 11.25 hours per 162.5 regular hours paid. It is understood that Regular Part-time Employees may not utilize any accrued sick leave credits for Medical or Dental appointments.
- (e) Regular Part-time Employees shall be eligible to participate in the Hospital Pension Plan subject to the terms and conditions of the pension plan.
- (f) Article 20.05 (Percentage in Lieu of Benefits Payment) shall not apply to Regular Part-time Employees who are regularly scheduled to work twenty-one (21) or more hours per week.

- (g) Regular Part-Time Employees as defined above who qualify shall be entitled to receive Supplemental Unemployment Benefits (SUB) as provided under Article 14.04 (f) and 14.05 (i) of the Collective Agreement.

20.07 Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, term Employees who are employed for a period of at least one (1) calendar year's duration in a full-time term position, subject to their respective terms and conditions including any enrolment requirements, shall be eligible to participate in the Hospital's subsidized insured benefit plans as provided under 20.01 above on the same basis as a regular full-time Employee. It is understood and agreed that such Employees shall not be entitled to receive percentage-in-lieu-of-benefits payments.

20.08 The hospital will provide to all employees who retire on or after August 8, 2012 and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended healthcare and dental benefits on the same basic as is provided to active employees, as long as the retiree pays the Hospital one hundred (100%) percent of the monthly premiums in advance. Coverage will cease when the retiree turns sixty-five (65) years old.

## **ARTICLE 21 – PROFESSIONAL DEVELOPMENT AND ADVANCEMENT**

### **21.01 Conferences and Workshops**

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.

## **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 five (5) full pay periods following the date of ratification of the Memorandum of Settlement.

In the event an eligible employee shall have terminated his/her employment since March 31, 2019, the Hospital shall advise the employee within 90 days by notice in writing to the last known address on the records of the Hospital and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her.

## 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.
- (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

The Hospital will recognize prior recent and directly related clinical experience for Employees on the basis of one (1) annual service increment 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 her 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 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) provide the Union with no less than ninety (90) calendar days notice of such technological change, and
  - (b) meet with the Union through the Union - 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;
    - (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 Assistance Program at the time of orientation or as may be individually requested.

### 24.03 Bulletin Boards

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 Notice of Changes

- (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.
- (b) Employees are expected and required to keep the Hospital informed of their address.

## ARTICLE 25 – DURATION

25.01 This Agreement shall remain in full force and effect until March 31, **2021** 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.

**SIGNATURE PAGE**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**LETTER OF UNDERSTANDING 12 YEAR SERVICE PREMIUM**

Effective April 1, 2008 and continuing during the life of this Collective Agreement, a 2% wage increase will be applied to those Employees who have been credited with twelve (12) years of experience (of which a minimum of five (5) years of continuous service must be at the Sunnybrook Health Sciences Centre).

A newly hired Employee with at least six (6) years of prior, recent and directly related clinical experience will be credited at the maximum hiring rate, Step Seven (7). The Employee would then have to maintain continuous employment at the Hospital for an additional five (5) years in order to receive the premium rate of twelve (12) years credited experience.

It is understood that this letter, unless explicitly renewed, will expire upon the ratification of the next Collective Agreement

**FOR THE HOSPITAL**

**FOR THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**LETTER OF UNDERSTANDING EDUCATION COMMITTEE**

The parties will form a committee to examine educational opportunities available to Radiation Therapists and a method of equitable distribution of these opportunities.

The committee will consist of equal members of the Hospital and the Institute.

The committee will meet on a regular basis during the term of this collective agreement and will aim to make recommendations which will be addressed in the Labour Management Committee meetings.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING AREA OF ASSIGNMENT**

- (I) Employees shall submit their interest to be placed on a list to be considered for a specific area of assignment. The Hospital shall endeavour to make this list available to employees.
- (II) Where alterations to the area of assignment must be made the Hospital will endeavour to advise the employee so affected as soon as is reasonably possible.
- (III) The parties will form a committee to examine the possibility of rotating assignments through the various treatment and planning units.
- (IV) The committee will consist of equal members of the Hospital and the Institute.
- (V) The committee will meet on a regular basis during the term of this collective agreement and will aim to make recommendations which will be addressed in the Labour Management Committee meetings.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING LIABILITY INSURANCE**

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her or his Regulatory College with proof of liability insurance, the Hospital, upon request from the employee, will provide the employee with a letter outlining the Hospital's liability coverage for Health Professionals in the Hospital's employ.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING STATUTORY HOLIDAYS**

The parties recognize that the Odette Cancer Centre cannot be closed for more than three consecutive days. Where the observance of a statutory holiday or designated lieu day, as set out in Article 18.01, would result in the closure of the centre for more than three days, the Hospital will ask for volunteers to work on a day that the centre would otherwise be closed. Where there are not enough volunteers to work, the Hospital will order employees into work in reverse order of seniority.

Employees who volunteer or are ordered into work as described above, will be paid at time and one half their regular rate of pay for all hours worked on the statutory holiday or designated lieu day pursuant to Article 18.01; or double time if the employee is required to work overtime on a statutory holiday, as set out in Article 17.02(c)(ii).

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - BILL 124 RE-OPENER**

**The parties agree to a re-opener on monetary proposals in the event that Bill 124 is declared unconstitutional by a court of competent jurisdiction, or the Bill is otherwise amended or repealed.**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - PANDEMIC PAY RE-OPENER**

**The parties agree to a re-opener on pandemic pay proposals in the event that Ontario Regulation 241/20 is declared unconstitutional by a court of competent jurisdiction, or is otherwise amended or repealed.**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - HOURS OF WORK**

**The parties recognize the current normal hours of operation of the Odette Cancer Centre are on a Monday to Friday basis, between the hours of 0700 and 1900 hours.**

**The Hospital confirms that there are no plans at present to permanently change the hours of operation of the Cancer Centre.**

**In the event that the Hospital determines that it is operationally necessary to permanently change the hours of operations of the Cancer Centre, resulting in an introduction of a new schedule;**

- (a) The Hospital shall provide the Union and Employees who may be affected with a minimum thirty (30) calendar days advance notice;**
- (b) The Hospital will implement its policy(ies) on matters related to a 7 day/24 hour schedule on an interim basis, where applicable, until such matters would be subject to negotiation between the parties during the next round of bargaining.**

**In the event that the Hospital considers a permanent change to the schedule, it will endeavour to first create a schedule that primarily falls within the weekdays, before it considers a schedule which includes weekends.**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - VACATION SCHEDULING PROCESS**

**The parties agree to form a joint Vacation Scheduling Process Committee for purposes of discussing and working towards the review of and possible revisions to the formal vacation scheduling process for all employees covered by this Agreement. The committee shall be comprised of two (2) Hospital representatives and two (2) Institute representatives.**

**The purpose of the committee is to review the vacation scheduling process and make recommendations to the parties with respect to changes for the 2022 Vacation Selection process. The committee will establish its terms of reference and will conduct a joint survey of the bargaining unit members to ensure the views of all eligible employees are considered.**

**The committee shall meet within sixty (60) days of the ratification of the collective agreement and regularly thereafter as required.**

**Representative(s) attending such meetings during their regularly scheduled hours of work shall suffer no loss of earnings for attendance in such meetings.**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 IN TORONTO, ONTARIO.

**FOR THE HOSPITAL**

**FOR THE INSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A" HOURLY WAGE RATES

*(Inclusive of All Applicable Pay Equity Adjustments including Maintenance)*

### Clinical Education Director/Clinical Coordinator, Clinical Educator and Clinical Coordinator

#### Radiation Therapist and Dosimetrist

Effective Date	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
04/01/2019	33.946	34.977	36.565	38.548	40.515	42.498	46.507	47.438
04/01/2020	34.285	35.327	36.931	38.933	40.920	42.923	46.972	47.912

### Clinical Education Director/Clinical Coordinator, Clinical Educator and Clinical Coordinator

Effective Date	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
04/01/2019	35.985	37.074	38.758	40.860	42.945	45.046	49.298	50.283
04/01/2020	36.345	37.445	39.146	41.269	43.374	45.496	49.791	50.786

### Adjustments to Hourly Wage Rates

- Effective April 1, 2019, hourly wage rates increase by 1.0%.
- Effective April 1, 2020, hourly wage rates increase by 1.0%.