

# **COLLECTIVE AGREEMENT**

**Between**

**WINDSOR REGIONAL HOSPITAL**

**(the “Employer”)**

**And**

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

**In respect of the Windsor Regional Cancer Centre Radiation Therapy (WRH-RT) Group**

**(the “Union”)**

**Expires: September 30, 2025**

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## **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer 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 Employer, 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.

### 1.02 Plural or Masculine Terms May Apply

Wherever the singular is used in this Agreement it shall be considered as if the plural or has been used where the context so requires.

Wherever a gender is referred to in this Agreement it shall be considered as to apply to all genders 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 such as steward, committee members, and officers of the Union.

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 Employer recognizes the Professional Institute of the Public Service of Canada as the Bargaining Agent for all employees in the positions of Radiation Therapists, Clinical Education Leader and Dosimetrists within the Radiation Therapy Treatment Program, employed by Windsor Regional Hospital, save and except supervisors, student-in-training and persons covered by subsisting collective agreements.

### 3.02 Professional Certification and Licensing Requirements

All Radiation Therapists and Dosimetrists, as a condition of their continued employment with the Employer, are required to make available 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 (CMRITO). Such time will be extended for satisfactory reasons where the CMRITO permits the Employee's certificate to remain in effect.

An Employee returning to work from a leave of absence must provide her Supervisor with evidence that her certification and licensing with CMRITO is in good standing prior to returning to work.

If the Employee's Certificate of Registration is suspended by the College of Medical Radiation and Imaging 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 ninety (90) calendar days of the Employee being placed on non-disciplinary suspension by the Centre will result in the Employee being deemed no longer qualified and the Employee shall be terminated from the employ of the Centre. 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*, she shall be treated in a manner consistent with this Article.

The parties agree that current CPR certification is mandatory for all employees. The Hospital will make available the appropriate CPR training. Where the Hospital schedules the Employee to attend recertification training within her regularly scheduled working hours, the Employee shall suffer no loss of regular pay. Where the Hospital schedules 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. In either case, any reasonable costs associated with the training shall be reimbursed by the Employer. 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 17.01.
- (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 17.01.
- (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/parental 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; and
  - (ii) To perform a special non-recurring task or project, in which case the period of

term employment shall not exceed twelve (12) 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.

A full-time term Employee who has been appointed for a period of twelve (12) months or longer, (including cumulative consecutive terms adding up to twelve (12) months or more) shall be entitled to participate in the Employer's benefit plans, as provided under Article 21 which does not include sick leave and LTD coverage. It is understood and agreed that if such Employees choose not to participate in such plans, they shall be entitled to receive a percentage-in-lieu payment (for holiday pay, SUB payments and pension) of nine percent (9%) of her regular straight time hourly rate for all straight time hours paid.

It is understood that a term Employee who has worked less than four hundred and fifty (450) hours may be terminated for any reason during the period of her employment at the sole discretion of the Employer without recourse to the grievance or arbitration procedure.

In the case of termination, a term Employee who has worked four hundred and fifty (450) hours and more, will be subject to the grievance or arbitration procedure, if the termination is for reasons that are arbitrary, discriminatory or in bad faith, or due to the Employee exercising a right under this Agreement.

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 12.01(b). Upon the successful completion of the probationary period in a permanent position to which a term Employee has been the successful applicant, she shall then be credited with the appropriate seniority and service inclusive of the period of her prior term employment since her 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 Employer 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 Employer without recourse to the grievance or arbitration procedure. The Employer will endeavour to maintain a list of casual Employees sufficient to provide coverage for leaves and unexpected absences.

#### **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 Employer and shall remain solely with the Employer 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 Employer 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 Employer 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; and
- (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 Employer or its representatives which conflicts with the terms of this Collective Agreement.

#### **ARTICLE 5 – NO DISCRIMINATION**

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

5.02 Both parties agree to abide by the provisions of Ontario's *Human Rights Code*, as amended and any policies pertaining to harassment as established by the Employer.

5.03 Both parties agree that the Employer's policy on harassment will apply.

#### **ARTICLE 6 – NO STRIKES, NO LOCKOUTS**

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

## **ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer will deduct from each Employee covered by this Agreement, an amount equal to the regular monthly Union dues designated by the Union.
- 7.02 Such dues shall be deducted monthly and in the case of new Employees, such deductions shall commence on the first of the month following the date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Executive Secretary of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's exclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of the Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Executive Secretary of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer 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 Employer agrees that an officer of the Union or Union representative shall be allowed up to thirty (30) 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 Employer 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 Employer's payroll system.
- 7.08 During the orientation process, the Employer will provide each new Employee with a copy of the current Collective Agreement.
- 7.09 The Union agrees there shall be no Union activity, solicitation for membership, or collection of Union dues on the Employer's premises except with the written permission of the Employer 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 Employer will recognize representatives from among Employees in the bargaining unit for the purpose of dealing with Union business as provided under this Collective Agreement.

The Hospital will grant the Bargaining Unit President, or their designate, one (1) day (7.5 hours paid) off per month to attend to Union and bargaining unit business (apart from other Union leaves under the Collective Agreement). Such day is to be scheduled and approved

in advance with the Manager and the parties will work together to schedule meetings that require the attendance of the Bargaining Unit President, or their designate, on such days where possible.

8.02 Union representatives and members of committees have their regular work to perform on behalf of the Employer. 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 Employer, 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 Employer shall be the sole responsibility of the Union.

8.03 Negotiating Committee

The Employer will recognize a Negotiating Committee of up to three (3) Union representatives to negotiate renewal Agreements with the Employer.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Employer, 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 Employer 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) Union Representatives and up to three (3) representatives appointed by the Employer. The members of the Labour-Management Committee may meet from time to time to discuss matters of mutual concern and interest between the parties during the term of this Agreement, at such times as the parties may mutually agree.

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

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

Employee representatives attending such Labour-Management Committee meetings shall be paid for wages lost from regularly scheduled working hours. It is understood that any

travel expenses which may be incurred as a result of Union representatives attending meetings with the Employer shall be the sole responsibility of the Union. Upon mutual agreement, additional representatives of the parties may also attend such meetings as may be requested, provided that prior notice has been given to the other party.

To allow the Labour-Management Committee meeting to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit to the extent that such information is necessary to address issues that are before the Labour-Management Committee.

- 8.05 All reference to Union representatives, steward, 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 Employer.
- 8.06 If approval is obtained in advance from the designated Employer Representative, the Union may hold meetings on the Employer premises.
- 8.07 The Employer shall grant permission for access to its premises to a representative of PIPSC for the purposes of investigating grievances or attending Employer approved meetings. The PIPSC representative shall have access to the premises only by prior approval of the Employer.
- 8.08 The Union will inform the designated Employer Representatives 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 Employer and the Union arising out of this Agreement shall pass to and from the Union's President or the designate or the Union's PIPSC Staff Representative, and the designated Employer Representative.

8.10 Heath and Safety

The Employer 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 Centre's Joint Health and Safety Committee.

- 8.11 The Hospital and the Union agree that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
- (a) All incidents, of which the Hospital is aware, involving workplace violence to members shall be brought to the attention of the Bargaining Unit President as soon as practicable.
  - (b) Such information shall be submitted in writing to the Union as soon as possible.
  - (c) The Hospital will consider a request for reimbursement for damages incurred to the member's personal property.

- (d) Counselling shall be made available for members who have suffered as a result of violence.

#### 8.12 Modified Work Program

The Hospital and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Further, the parties agree to comply with the return to work provisions as outlined in the *Workplace Safety and Insurance Act* (as amended from time to time). The process as outlined will apply to non-occupational injuries/illness in compliance with the obligations to accommodate employees under the *Human Rights Code*. Consequently, the following Modified Work Program will apply:

- (a) Once a claim is established with and approved by the Workplace Safety and Insurance Board or where an employee has a non-occupational related illness or injury, it will be monitored by the Hospital.
- (b) Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
- (c) A Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker (with Union representation) and other qualified personnel as necessary, including the recommendations from the Employee's Health Care Provider. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Steward. There is a positive duty upon the worker to inform the Hospital if he or she is experiencing discomfort. It is understood that the Union Steward may accompany the worker to any meetings if the injured worker so desires.
- (d) If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker. There is a positive duty upon the worker to inform the Hospital if he or she is experiencing discomfort.
- (e) The MWP will be monitored and will continue as required.
- (f) Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

### **ARTICLE 9 – GRIEVANCE 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 any stage of the grievance procedure, including the complaint stage, an employee is entitled to have a Union representative.

9.03 Informal complaint resolution:

It is the mutual desire of the parties hereto that complaints of the 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 his/her immediate Supervisor/Manager within seven (7) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. The Supervisor/Manager shall respond verbally within two (2) working days.

Failing settlement of the complaint (including no response) within seven (7) working days of discussion with her Supervisor/Manager, the complaint may then be taken up as a written grievance at Step No. 1.

9.04 Grievance Process

Step No. 1

The Employee, through the Union, may submit a written grievance, signed by the Employee, to the Supervisor/Manager or designate. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Supervisor/Manager or designate shall deliver their decision in writing within seven (7) working days following the day on which the grievance was presented to her (or any longer period of time which may be mutually agree). Failing settlement then:

Step No. 2

Within seven (7) working days following the date of the decision under Step No. 1, the grievance may be submitted to the Supervisor/Manager or designate. A meeting shall be arranged within seven (7) working days of the submission of the grievance to Step No. 2, unless extended by agreement of the parties, between the Hospital's Management Representatives and up to two (2) Union representatives. It is understood that the grievor may attend this meeting. A decision of the Hospital shall be delivered in writing within seven (7) working days following the date of such meeting. Failing settlement (including no response) the matter may be submitted to Arbitration in accordance with Article 10.

Policy Grievance (Union grievance or Employer grievance)

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) working 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 Employer, and the grievance or the Employer grievance, as the case may be. A Union grievance shall be signed by the Union President or designate and/or Union staff Representative.

## Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance, through the Union, in writing signed by each Employee who is grieving to the Supervisor/Manager or designate within fourteen (14) working 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.

### 9.05 Discipline/Termination of Employment

- (a) At the time formal discipline is imposed, the Employee is entitled to be represented by a Union representative. Representation may be provided by teleconference. In the case of suspension or termination of employment, the Hospital shall notify the Employee of this right in advance. The Hospital also agrees, as a good labour relations practice, in most circumstances it will notify the local Union.
- (b) The Hospital agrees that where an Employee is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the Employee of the purpose of the meeting and their right to Union representation.
- (c) 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:
  - (i) Reasons which are arbitrary, discriminatory or in bad faith; or
  - (ii) Exercising a right under this Agreement.

The Employer 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) working days after the effective date of the release. Such a grievance shall be treated as a special grievance as set out below in (e).

- (d) The Employer agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed her probationary period without just cause.

The Employer agrees to provide written reasons for the discipline/discharge to the Employee within seven (7) working days of the imposition of the discipline.

- (e) 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) working days after the date the

discharge or suspension is in effect. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (i) confirming the Employer's action in discipline/discharge 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.

9.06 The time limits set out in the Grievance Procedure are mandatory and failure to comply strictly with the time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

9.07 The parties may agree to waive or extend any of the time limits established in the grievance procedure.

9.08 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 has not been 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.

9.09 All agreements reached under the grievance procedure between the representatives of the Employer and the Union will be final and binding upon the Employer and the Union and the Employees.

It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals.

9.10 Reference to "days" within this Article shall mean "working days". References to Supervisor/Manager or Union representative shall include their appointed designate.

## **ARTICLE 10 – ARBITRATION PROCESS**

10.01 Failing settlement under the Grievance 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 provided in this Article. If no written request for arbitration is received within fourteen (14) working days after the decision under Step No. 2 is given (or in the case of no response should have been delivered), the grievance shall be deemed to have been abandoned.

10.02 When either party requests that a grievance be submitted to arbitration, 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) working 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.

- 10.03 The arbitrator shall hear and determine the grievance. The written decision of the arbitrator shall be final and binding upon the Employee(s) affected by it.
- 10.04 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.
- 10.05 Each of the parties hereto will share equally the fees and expenses, if any, of the arbitrator.
- 10.06 The time limits set out in the Arbitration Procedure 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.
- 10.07 The parties may agree to waive or extend any of the time limits established in the Arbitration Procedure.

## **ARTICLE 11 – ACCESS TO EMPLOYEE’S PERSONNEL FILES**

- 11.01 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 Employer 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 or 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 their contents in the presence of her Supervisor or representative of Human Resources.

- 11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee eighteen (18) months after the date of the letter of reprimand, end of suspension or other disciplinary action, provided that the Employee has not incurred further discipline within the eighteen (18) month period.
- 11.03 Physical copies of disciplinary records and performance evaluations will only be stored in the Employee’s file.

## **ARTICLE 12 - SENIORITY**

### **12.01 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.

(b) Probationary Period

Each newly hired permanent full-time Employee shall serve a probationary period of three (3) consecutive calendar months worked (four hundred and fifty (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 Employer 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 his status as part-time and will continue to accrue seniority during the period of the term appointment.

12.02 There shall be one seniority list that includes all full-time and part-time bargaining unit Employees who have completed their probationary period. The Employer shall prepare a seniority list as of December 31<sup>st</sup> of each year and it shall be posted on the Union bulletin board and one (1) 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 Employer expressed in terms of total regular straight time hours worked, excluding overtime, since the Employee's most recent date of hire. No Employee shall accumulate more than nineteen hundred and fifty (1950) hours of seniority in a calendar year.

No objection to a 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 Employer within one (1) month after the Employer has posted and furnished to the Union the seniority lists in which the item first appeared.

12.03 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 provision of the Collective Agreement or elsewhere, shall be suspended and the benefits concerned appropriately reduced on a pro rata basis. The Employee's service date shall be adjusted accordingly for the entire period of the absence in excess of thirty (30) continuous calendar days.

- (b) The Hospital shall continue to pay the Employer portion of the premiums for benefit plans under Articles 21.01 and 16.01 for employees who are on paid leave of absence or on WSIB or at any time when salary is received. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability or is in receipt of WCB/WSIB benefits to a maximum of twelve (12) months from the time the absence commenced. The Hospital agrees to provide the Union with notice of any Employee whose benefits are impacted by a leave of absence under this provision and will discuss arrangements for coverage with the Union for individuals impacted by this provision.
- (c) In addition, except as provided under the pregnancy leave and parental leave provisions of the Collective Agreement or as provided in (b) above, during any other unpaid leave of absence exceeding thirty (30) continuous calendar days, the Employee will become responsible for the full payment of the subsidized employee insured benefits in which the Employee is participating in for the period of absence in excess of thirty (30) continuous calendar days. These insured benefits include semi-private hospitalization insurance, extended health care, group life insurance and the dental plan. Long-Term Disability coverage will not continue for an Employee on an unpaid leave of absence exceeding thirty (30) continuous calendar days under this provision.
- (d) Accrual of seniority

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 three (3) years if an Employee's absence is due to disability resulting in WCB/WSIB benefits or Long-Term Disability benefits, including the period of the disability program covered by Employment Insurance.

12.04 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 the Employer's policy;
- (c) is discharged and the discharge is not reversed through the grievance of 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 Employer of such absence and providing a satisfactory reason to the Employer;

- (f) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes 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 Employer 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.

#### 12.05 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 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.

#### 12.06 Contracting Out

The Employer 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 Employees follows. In any case, the Employer will endeavour to have duties of the bargaining unit performed by members of the bargaining unit prior to contracting out. In the event of machine downtime, efforts shall be made to minimize the impacts on bargaining unit members prior to assigning the work to other facilities.

### **ARTICLE 13 – JOB POSTING**

- 13.01 (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 or part-time term vacancy of six (6) months or more occurs which the Employer requires to be filled, such vacancy shall be posted for period of seven (7) consecutive calendar days. The first subsequent permanent job vacancy resulting from the filling of the first vacancy shall be posted for seven (7) consecutive calendar days. In filling vacancies consideration shall first be given to bargaining unit members prior to considering

external applicants. The Employer shall post any vacancy as necessary to ensure it is filled in a timely manner.

Applications for such vacancies shall be in writing within the seven (7) day period of the initial posting.

- (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 as per Schedule "A" of the current Collective Agreement. In the case of term job postings, anticipated duration of the term will be included in the posting. An Employee may make a written request for transfer by advising the Human Resources Representative and filing a Request for Transfer form indicating her name, qualifications, experience, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by Human Resources and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by filling of a posted vacancy.
- (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 Employer may then hire a new employee from outside the bargaining unit. Nothing herein shall prevent the Employer 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 sixty (60) working day period that she cannot satisfactorily perform the job to which she was promoted or transferred, the Employer 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 Employer. Unsuccessful applicants shall be notified verbally at the same time. At the request of an Employee, the Employer 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 Employer shall not be required to post a term vacancy not exceeding six (6) months duration.
- (g) The Employer 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 applicant has been selected to fill the vacancy and been assigned to the job. In the event that an internal applicant has

been the successful candidate, it is understood that the appointment to a position may be delayed by the Employer 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.

- 13.02 The Employer 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 referenced in Article 13.01(d) above. A new posting need not be completed, but the previous applicants will be considered.
- 13.03 From time to time, there may arise an opportunity for an assignment or rotation to a position which is developmental, specialized or provides for a broadening or diversification of duties. It is agreed that, where operational requirements permit, such opportunities shall be posted in the form of an information notice for a period of seven (7) days, during which time interested Employees must express their interest in writing. The Employer shall consider Employees for these opportunities on the basis of skills, ability, relevant qualifications and seniority. However, the final decision for selection shall be at the discretion of the Employer. Unsuccessful applicants will be advised, upon request, why they were not chosen for the opportunity.

#### **ARTICLE 14 – LAYOFF AND RECALL**

- 14.01 In the event of a proposed layoff by the Employer of a permanent or long-term nature affecting full-time and/or regular part-time employees or the elimination of a position, the Employer will:
- (a) Provide the Union with no less than five (5) months' notice of such layoff and;
  - (b) Meet with the Union within fourteen (14) days of the notice of layoff or elimination to review the following:
    - (1) the reasons causing the layoff;
    - (2) the service which the Employer will undertake after the layoff; and
    - (3) the method of implementation, including the areas of cutback and the employees to be laid off.
- 14.02 In the event of a proposed layoff by the Employer which is not of a permanent or long-term nature (long-term defined as more than six (6) weeks) or a cutback in service which will result in displacement of regular full-time or regular part-time staff, the Employer 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 18.06 has been complied with, or in the case of an unplanned work disruption. In the case of a work disruption, Employees may utilize their accrued vacation and lieu time, if available. If requested, the Employer 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, 2000*.

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

- 14.03 (a) In the event of lay off, the Employer 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.
- (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 with minor training. Such Employee so displaced shall then become the subject of this layoff provision.
- (c) All permanent and temporary vacancies as specified under Article 13 shall be posted in accordance with the relevant provisions of Article 13 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 31.01(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 he has the ability to perform the work.
- Notwithstanding this provision, upon mutual agreement between the Employer and the Union, the requirements to post such available vacancies may be waived or such other arrangement as may be agreed upon shall apply.
- (f) In the event that a lay-off commenced on the day immediately following a paid holiday, an Employee who otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (g) No reduction in the hours of work as defined under Article 17 shall take place to prevent or reduce impact of a lay-off without the consent of the Union.
- 14.04 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.

- 14.05 (a) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed sixty (60) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. The period worked in filling such temporary recall vacancies shall not impact upon the original period of recall rights as provided under Article 12.04(d).
- (b) Full-time and part time Employees shall be recalled in order of seniority unless otherwise agreed between the Employer and the Union, subject to the following provisions, provided that an Employee is qualified to perform the available work.
- (c) Full-time Employees who have been recalled to a temporary position as provided under Article 14.05 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 21.05 during their period of temporary recall provided that the Employee is not in receipt of any Employer subsidized benefits.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15.01 Personal Leave of Absence**

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Employer's designated representative. 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. Such request shall also indicate the general nature for the request. Such leave shall not be unreasonably withheld. Personal leaves of absence will not be granted for vacation or for reasons covered by other leaves of absence provisions. Requests for paid time off, including vacation and lieu time, shall be given precedence over requests for personal leaves of absence.

### **15.02 Leave With Pay for Family-Related Responsibilities**

Employees may utilize accrued lieu time, or accrued vacation for situations of Emergency Leave as recognized under Ontario's *Employment Standards Act, 2000*.

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*.

### **15.03 Union Leave**

- (a) Union business shall be considered good cause for leave of absence for an Employee elected or selected to attend conventions, seminars, educational classes or Union meetings and such request shall not be unreasonably denied.

- (b) The Union Executive shall send a written request to the Department Head at least one (1) month prior to the commencement of the function for which leave is requested, except where such notice is 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 Employer. The Union agrees to reimburse the Employer in the amount of the daily rate of the full-time Employee or in the amount of the cost of such salary and percentage in lieu of fringe benefits of a part-time Employee. The Employer will bill the Union.

#### 15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of Ontario's *Employment Standards Act, 2000*, 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 Employer at least four (4) weeks in advance thereof and provide evidence of her certification and licensing with CMRITO as outlined in Article 3.02.
- (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 Employer 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 Employer 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 of 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 Ontario's *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 or part-time Employee who is on pregnancy leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to 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 Employer 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 Ontario's *Employment Standards Act, 2000* 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 does not wish to continue participating during the period of her leave, in accordance with Ontario's *Employment Standards Act, 2000*. It will be implicit for the Employer that failure to provide such notification, in writing, by the Employee will indicate a desire to continue all benefits during this period. During the pregnancy leave, the Employer shall continue its contributions to its portion of premium payments for all applicable insured benefits including pension in which the Employee continues to participate. The Employee shall become responsible for the payment of her portion of subsidized Employee benefits including pension contributions in which she continues to participate and shall make appropriate arrangements for payment of her portion of benefit premiums including pension with the Employer prior to the commencement of her pregnancy leave.

#### 15.05 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 Ontario's *Employment Standards Act, 2000*, 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-three (63) consecutive weeks duration if the employee has also taken a pregnancy leave or sixty-one (61) consecutive weeks in all other cases.
- (c) The period of parental leave without pay shall commence:

- (i) immediately after the period of pregnancy leave without pay as described in Article 15.04.
  - (ii) no later than seventy-eight (78) weeks after the day the child is born or the coming of the child into the employee's custody, care and control for the first time.
- (d) An Employee who intends to request parental leave without pay shall notify the Employer 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.
- (e) 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 Employer at least four (4) weeks in advance thereof and provide evidence that her certification and licensing with CMRITO is in good standing as outlined in Article 3.02.
- (f) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
- (g) Employees newly hired to replace Employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. The Employer 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 or part-time employee on parental leave who has applied for and is in receipt of Employment Insurance parental benefits pursuant to 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 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 adoption benefits and shall continue while the Employee is in receipt of such benefits for a maximum period of ten (10) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (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 Ontario's *Employment Standards Act, 2000* 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 pregnancy leave, the Employee shall indicate in writing those insured benefits including pension in which she does not wish to continue participating during the period of her leave, in accordance with Ontario's *Employment Standards Act, 2000*. It will be implicit for the Employer that failure to provide such notification, in writing, by the Employee will indicate a desire to continue all benefits during this period. During the parental leave, the Employer shall continue its contributions to its portion of premium payments for all applicable insured benefits including pension in which the Employee continues to participate. The Employee shall become responsible for the payment of her portion of subsidized Employee benefits including pension contributions in which she continues to participate and shall make appropriate arrangements for payment of her portion of benefit premiums including pension with the Employer prior to the commencement of parental leave.

#### 15.06 Prepaid Leave Plan

The Hospital agrees to a pre-paid leave program funded solely by the Employee, subject to the following terms and conditions:

- (a) The Plan is available to Employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with part LXVIII of the *Income Tax Regulations, Section 6801*:
  - i) three (3) years deferral of up to twenty- five (25) percent of annual salary followed by a one (1) year leave of absence; or
  - ii) four (4) years deferral of up to twenty (20) percent of annual salary followed by a one (1) year leave of absence.
- (b) The Employee must make written application to the appropriate Department Head at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of Employees in the bargaining unit that may be absent at any one time will be limited to one (1). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the Employee, the Union and the Hospital.
- (d) Written applications will be reviewed by the appropriate Vice President, or his designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

- (e) During the agreed upon salary deferral, the appropriate amount of the Employee's gross annual earnings (according to stipulations of the above schedule) will be deducted and held for the Employee and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the Employee.
- (h) All benefits shall be kept whole during the salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The Employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The Employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An Employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Department Head. Deferred salary, plus accrued interest, if any, will be returned to the Employee, within a reasonable period of time. In the event of such withdrawal from the plan by the Employee, the Employee may have the option of being repaid either in a lump sum, or over a period of time, commensurate with the rate of deductions made from the Employee's salary.
- (j) If the Employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the Employee within a reasonable period of time. In cases of the Employee's death, the funds will be paid to the Employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the Employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the Employee as much notice as is reasonably possible. The Employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The Employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the Employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the Employee's pay. Such agreement will include:

- i) A statement that the Employee is entering the prepaid leave program in accordance with Article 15.07 of the Collective Agreement;
  - ii) The period of salary deferral and the leave period for which the leave is requested; and
  - iii) The manner in which the deferral salary is to be held.
- (n) During periods of absence granted in accordance with the provisions defined herein, the Employee shall use the time only for the reason(s) specified when requesting any such leave. Failure to comply with this provision will be just cause for disciplinary action to be taken.

#### 15.07 Education Leave

- (a) Leave of absence, with or without pay and 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. Such leave shall not be unreasonably denied.
- (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 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 Employer shall pay the cost of an academic or technical course approved and/or required by the Employer in accordance with its policy. The Employer will endeavour to provide all Employees with opportunities for training, with costs paid, should an employee so desire.

#### 15.08 Bereavement Leave

- (a) The Hospital will reimburse an Employee for lost wages while on bereavement leave for any member of her immediate family. "Immediate family" shall include: spouse, daughter, son, sister, brother, mother, father, legal guardian, step-mother, step-father or step-child, grandparents, grandchild, father-in-law or mother-in-law, brother-in-law or sister-in-law, grandparents-in-law, stillborn or miscarried child or fetus (including stillborn or miscarried child or fetus of the common law partner). Such reimbursement is based on the principle that no Employee is to suffer loss of wages for her scheduled work days to a maximum of four (4) consecutive working days' leave, one day of which includes the funeral or memorial service.

Notwithstanding the above, Employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and ethnic diversity.

Spouse is defined as the person of the same or opposite sex with whom an Employee has lived in a marriage or common-law relationship for a period of one (1) or more continuous calendar years.

- (b) The Hospital will reimburse an Employee for lost wages while absent for the bereavement of her uncle, aunt, niece or nephew for one (1) scheduled work day.
- (c) Where an Employee does not qualify under the above-noted conditions, the Hospital may grant an unpaid leave of absence or allow an Employee to utilize any remaining vacation time and/or accumulated lieu time for overtime worked.
- (d) In the event of a death of a family member as defined in (a) or (b) above outside of North America, an Employee who travels to the country where the death occurred within two (2) weeks of that death, is eligible for the same bereavement leave entitlements as outlined above.
- (e) 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.

#### 15.09 Jury and Witness Duty

If an Employee is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the Employee's duties with the Employer or is required by subpoena to appear as a witness before the College of Medical and Imaging Radiation Technologists of Ontario, the Employee shall not lose service/seniority or regular wages because of such attendance provided that the Employee:

- (a) Notifies the Employer 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 Employer 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 Employer 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 16 – SICK LEAVE AND LONG-TERM DISABILITY

- 16.01 The Employer will assume total responsibility for providing and funding a short-term sick leave plan for full-time Employees at least equivalent to that described in the most current Hospitals of Ontario Disability Income Plan (HOODIP) Brochure.

The Employer shall pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The Employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, Employees on the payroll as of the effective date of transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, Employees on the active payroll as of the effective date of transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

On the effective date of the above plan, all existing sick leave plans shall be terminated.

- 16.02 The Hospital shall notify the Union in the event that a Long-Term Disability application is sent to a member of the bargaining unit.

- 16.03 Absence for sickness or accident compensable under the *Workplace Safety and Insurance Act* will not be charged against sick leave.

- 16.04 Medical Certificate

When an Employee is absent from her employment due to illness or injury for three (3) consecutive working days or on any other occasion where the Employer has grounds to question the validity of the absence, the Employer shall be entitled to require production of a medical certificate from ~~by~~ the treating healthcare professional. Such medical certificate must be requested by the Employer prior to the Employee's return to work and must indicate he or she is fit to resume work and when such medical certificate is demanded and not produced by the Employee, the Employer shall not be required to pay the Employee their wages for the time for which the Employee was absent.

In the event that the Employee is diagnosed with a chronic illness and establishes a chronic illness in accordance with the Hospital's policy, the Hospital will only request medical certificates for individual absences that it suspects are not related to the chronic illness.

The Employer shall bear the total cost of all medical certificates required upon the production of a valid receipt. Any cost associated with obtaining a medical receipt (i.e. mileage, etc.) will not be subject to reimbursement.

- 16.05 In all cases of absence due to illness, an Employee has an obligation to keep the Employer informed as to the duration of the absence and the expected date of return.

- 16.06 Except in circumstances beyond her control, an Employee must give notice to the manager no later than four (4) hours prior to the start of the first scheduled shift on the day that she will not be reporting for duty by reason of illness.

- 16.07 Upon the request of the Employer, an Employee shall be enrolled in the Attendance Management Program.
- 16.08 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 his regular rate of pay without deduction from sick leave unless a doctor or the Employee Health Department states that the Employee is fit for further work on that day.
- 16.09 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 sick leave.
- 16.10 Medical & Dental Appointments

Employees will make every reasonable effort to schedule medical and dental appointments at times when they are not otherwise scheduled for work. When this is not possible, Employees will provide reasonable notice to the Employer and schedule such appointments at a mutually agreeable time in a manner such as to minimize the disruption to their normal work schedule. The Employer will allow up to one (1) hour for medical and dental appointments to be charged against the Employee's sick leave. Where the Employee does not have sick leave or when medical and dental appointments exceed one (1) hour, Employees may utilize lie time, flex time, vacation time or may request an unpaid leave of absence; alternatively, the Employee may request permission to work "make-up time" to be applied to the absence. Such a request shall not be unreasonably denied.

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

## **ARTICLE 17 – HOURS OF WORK**

- 17.01 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) Monday to Friday. It is understood that the Employer may require Employees to work overtime hours subject to operational requirements.

- 17.02 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 Employer, in consultation with the Employee. Employees who do not provide direct patient care may also request flexible scheduling of their daily hours of work. Such scheduling request will not be unreasonably denied.
- 17.03 The Employer may require part-time Employees to work shifts of four (4) hours or more in duration. Permanent part-time Employees will be offered any additional shifts by order of seniority. The temporary and casual Employees will then be offered any remaining shifts in order by date of hire.
- 17.04 (a) The Employer may implement any change in the current hours of operation and/or days of operation at its sole discretion.
- (b) The Employer shall provide the Union and Employees who may be affected with a minimum ninety (90) calendar days advance notice in the event of a permanent change in the days of operation.
- (c) The Employer 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 hours of operation
- 17.05 (a) There shall be two (2) fifteen (15) minute paid rest breaks in each normal daily shift, one during each half (1/2) 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.
- 17.06 Work Schedules
- (a) Full-time and regularly scheduled part-time Employees' normal work schedules shall be established by the Employer 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 Employer. Such approval shall not be unreasonably withheld.
- 17.07 Notwithstanding the provisions of Article 17 above and elsewhere in the Collective Agreement, the parties may, upon mutual agreement, institute alternative flexible work arrangements. The parties recognize that the provisions of Article 17 including a number of other provisions contained elsewhere in the Collective Agreement may accordingly be amended in order to accommodate such flexible work arrangements as may be agreed to between the parties.

## ARTICLE 18 – OVERTIME AND PREMIUM PAY

18.01 “Overtime” means hours worked in excess of the maximum full-time hours as defined in Article 17.01.

“Hours of work” means that period from the time the Employee arrives at his station ready to commence work until he completes his daily shift, excluding meal time.

### 18.02 Payment for Overtime

Payment for overtime shall be at the rate of one and one half (1 ½) of the Employee’s basic straight time rate of calculated to the nearest fifteen (15) minutes for all approved time worked (exclusive of one-half hour each day for lunch). 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) 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 to cover an emergency situation as determined by the Employer, 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. The Employer will also pay for transportation as defined in its policies. In no case will the Employer 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 Employer; 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 25 hours of overtime worked (i.e. 37.5 hours equivalent straight time off).

### 18.03 Responsibility Pay

- (a) When the Employer 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, he shall be paid at the salary rate step which is immediately above his normal permanent position salary rate in the salary range of the higher rated position.
- (b) When the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the Employee shall receive an allowance of 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 Resource Therapist for a period in excess of one shift, the employee shall be paid a premium of fifty cents (\$0.50) per hour in addition to his/her regular salary for each hour so worked from the commencement of the assignment.
- (d) When an Employee is assigned to supervise students, they shall be entitled to an allowance of sixty cents (\$0.60) for each hour of the shift(s) they are assigned to provide such supervision. Only one Employee may be paid this allowance in respect of a student for any given hour.

### 18.04 Shift Premiums

- (a) An Employee shall be paid an evening shift premium of two dollars and ten cents (\$2.10) per hour for each hour worked between 1800 hours and 2300 hours.
- (b) An Employee shall be paid a night shift premium of two dollars and fifty cents (\$2.50) for each hour worked between 2300 hours and 0700 hours.
- (c) The premiums provided in 18.04 (a) and (b) above shall not form part of the Employee's straight time hourly rate.

### 18.05 On-Call/Call-Back

- (a) "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 Employer, two (2) Employees shall be on call (first and second call) and the schedules shall be established by the Employer and posted for all Employees at least three (3) months in advance.

- (b) An Employee will be paid three dollars and thirty cents (\$3.30) per hour for the time required to be on-call on weekdays and weekends.
- (c) An Employee will be paid four dollars and ninety cents (\$4.90) per hour for the

time required to be on-call on paid holidays. When called into work under this provision, the on-call premium as provided herein shall not be payable for any hours when call-in is paid as provided under Article 18.02(c).

- (d) Employees may switch with each other with the prior approval of management. Such approval shall not be unreasonably withheld.
- (e) All on-call shall be on a voluntary basis. However, in the event that there are not at least two (2) volunteers available at any time when required, it is understood and acknowledged that the Employer shall have the right to assign Employees to be available for and perform on-call duties as required. In this instance, all Employees shall be assigned in reverse order of seniority on a rotating basis.
- (f) An Employee called into work on a paid holiday shall be paid in accordance with Article 18.02(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 Articles 18.04 or 18.05.
- (g) It is agreed that where an Employee who is scheduled to work Friday and be on-call for the weekend thereafter is sick and unable to work their scheduled shift on the Friday, they will not be on-call for the weekend.

#### 18.06 Premium Payment for Change in Work Schedule

- (a) Schedules shall not be changed without prior personal notification either by personal conversation (in person or by telephone) to the Employees affected where the change is being made with less than twenty-four (24) hours' notice, exclusive of weekends. Where the change is being made with more than twenty-four (24) hours' notice, the Hospital must ensure that the Employee has received and acknowledged the change in schedule (either verbally or in writing). If an Employee has not acknowledged the change forty-eight (48) prior to the change taking effect, the Hospital will send a reminder to ensure the Employee receives and acknowledges the change.
- (b) Where less than twenty-four (24) hours' notice of the change, not taking into account weekends, is provided, such affected employees shall be paid at the rate of time and one-half (1 ½) their regular straight time hourly rate for the first shift of the amended schedule.
- (c) 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.

18.07 Notwithstanding Article 18.06, where the change in schedule is the result of a breakdown/malfunction of a radiation treatment or simulator machine, 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 19 – PAID HOLIDAYS

19.01 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 shall receive holiday pay in accordance with the *Employment Standards Act, 2000* for the following holidays at their regular straight time hourly rate of pay:

New Year's Day	Civic Holiday
Heritage Day or Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2 <sup>nd</sup> Monday in June	Christmas Day
Canada Day	Boxing Day

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 Employer and such designated holiday shall not add to the present number of holidays.

The Employer 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 the first working day(s) following the day(s) off, except where this is not operationally feasible including for continuity of patient care reasons.

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

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

19.03 A full-time Employee who is scheduled to work and works on a paid holiday listed under Article 19.01 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 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 Employer; or
- (b) provided that another lieu day off with pay has not been designated by the Employer, 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.

In the event that a limited number of the Employees scheduled are required to work on a paid holiday listed under Article 19.01, the selection of Employees will be done on the basis of seeking volunteers by seniority. If there are no volunteers, the Employer will assign Employees who were otherwise scheduled to work on that day in reverse order of seniority.

- 19.04 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, he shall receive time and one-half (1 ½) his regular straight time rate of pay for all hours so worked.
- 19.05 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 20 – VACATIONS**

- 20.01 Full-time Employees will be entitled to annual vacation based on a May 1 to April 30 vacation year. Full-time Employees are entitled to vacation and vacation pay on the following basis:
- (a) Full time Employees who have completed less than one (1) year of full-time continuous service (as at May 1) shall be entitled to a vacation on the basis of 1.25 days with pay or each completed month worked or on paid leave. If the employee is not working or on a paid leave during the relevant period for determining vacation, the Employee will be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
  - (b) Effective May 1, full-time Employees with one (1) year of completed continuous service but less than twelve (12) years of completed continuous service as at the commencement of the vacation year, shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay at their regular straight time hourly rate during the vacation year provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
  - (c) Effective May 1, full time employees with twelve (12) years of completed continuous service but less than twenty (20) years of completed continuous service as at the commencement of the vacation year, shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay at their regular straight time hourly rate during the vacation year provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
  - (d) Effective May 1, full time employees with twenty (20) years of completed continuous service but less than twenty-eight (28) years as at the commencement of the vacation year shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay at their regular straight time hourly rate during the vacation year provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
  - (e) Effective May 1, full time employees with twenty-eight (28) years or more of continuous service as at the commencement of the vacation year shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay at their regular straight time hourly rate during the vacation year provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.

- (f) Vacation credits will accrue from the date of hire and may not be used until the Employee has completed at least three months of continuous service.

20.02 If a full-time Employee works or receives paid leave for less than fifteen hundred and twenty-five (1525) hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

3 weeks or less of vacation time	6%
4 weeks of vacation time	8%
5 week of vacation time	10%
6 weeks of vacation time	12%
7 weeks of vacation time	14%

20.03 (a) Service for vacation entitlement as provided under Article 20.01 above for part-time Employees shall be determined on the basis of seventeen hundred and twenty-five (1725) hours worked shall equal the equivalent of one (1) year of full-time Employee service. Part-time Employees shall receive prorated vacation with pay as provided under Article 20.01 at their straight time rate based on the ratio of their regular scheduled work hours worked to thirty-seven and one-half (37 ½) hours per week.

- (b) If a part-time employee works or receives paid leave for less than eleven hundred (1100) hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

3 weeks or less of vacation time	6%
4 weeks of vacation time	8%
5 week of vacation time	10%
6 weeks of vacation time	12%
7 weeks of vacation time	14%

- (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 six percent (6%) of their regular straight time pay for the two-week period.

- (d) Vacation pay shall be paid to term Employees on a bi-weekly basis and in lieu of vacation with pay and shall be calculated at six percent (6%) or eight percent (8%), according to their years of service, of their regular straight time pay for the two (2) week period.

20.04 Vacation periods shall be scheduled subject to the approval of the Employee's immediate supervisor in accordance with departmental policy. Such policy shall be reviewed with the Union on an annual basis, with the intent of identifying minimum numbers on leave, minimum leave periods, priority of leave types, and prime times of vacation. Such standards shall be done in a reasonable manner, consistent with this Agreement.

- 20.05 All vacation earned in a vacation year must be taken by no later than the end of the following vacation year. Subject to the approval of the employee's manager, 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.
- 20.06 (a) Where an Employee's scheduled vacation is interrupted due to a serious illness which is established by medical documentation and which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an Employee's scheduled vacation is interrupted due to serious illness requiring the Employee to be an in-patient in a hospital, the period of such hospitalization shall be considered as sick leave.
- (c) The portion of the Employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.
- 20.07 The value of any vacation entitlement earned but not used shall be added to the Employee's terminal pay cheque.

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

- 21.01 Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, the Employer agrees, during the term of the Collective Agreement, to continue towards the premium coverage of participating eligible full-time Employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:
- (a) Semi-Private Hospitalization Insurance
- The Employer agrees to contribute one hundred percent (100%) of the billed premium for semi-private hospitalization insurance for each full-time eligible Employee in the active employ of the Employer.
- (b) Extended Health Care Plan
- The Employer agrees to contribute on behalf of each full-time eligible Employee in the active employ of the Employer, one hundred percent (100%) of the billed premium under the Green Shield Extended Health Care Plan.
- (c) Drug Prescription Plan
- The Employer agrees to contribute on behalf of each full-time eligible Employee in the active employ of the Employer, one hundred percent (100%) of the billed premium for a prepaid drug prescription plan sponsored by Green Shield.

(d) Group Life Insurance

The Employer agrees to contribute on behalf of each full-time eligible Employee in the active employ of the Employer, one hundred percent (100%) of the billed premium for a life insurance plan sponsored by Manulife.

(e) Dental Plan

The Employer agrees to contribute on behalf of each full-time eligible Employee in the active employ of the Employer, seventy five percent (75%) of the billed premium and the Employee will be responsible for the paying the balance of the billed premium, for the Green Shield Dental Plan. The Dental Plan will be based on the current O.D.A. Fee Schedule.

(f) Vision Care Plan

The Employer agrees to contribute on behalf of each full-time eligible Employee in the active employ of the Employer one hundred percent (100%) of the billed premium for the Green Shield Vision Care plan with the benefit of four hundred and fifty dollars (\$450) every twenty-four (24) months and the ability to use this coverage for laser surgery. In addition, the employee will receive coverage for one (1) eye examination every twenty-four (24) months.

(g) Audio Care Plan

The Employer agrees to contribute on behalf of each full-time eligible Employee in the active employ of the Employer one hundred percent (100%) of the billed premium for the Green Shield Audio Care Plan.

21.02 Health Care Spending Account

Effective April 1, 2024, the Hospital will provide all active full-time Employees with a healthcare spending account in the amount of three hundred dollars (\$300.00) per year.

21.03 The Employer, 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.

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

21.05 In the event of a layoff of an Employee, the Employer shall pay its share of the insured benefit premiums up to the end of the month in which the layoff occurs. Thereafter, such Employee may continue to participate in the Semi-Private, Extended Health Care, and Dental insured benefits plans, subject to the terms and conditions of each plan, at his

request, provided he makes arrangements for full payment of the benefit premiums. It is understood that such participation will be limited to a period of six (6) months.

#### 21.06 Percentage in Lieu of Benefits Payment

- (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee or term Employee who is employed for a term of less than one (1) year's duration shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Employer, 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 percent (13%) of his regular straight time hourly rate for all straight time hours paid.
- (b) For part time Employees who are members of the Hospitals of Ontario Pension Plan, the percentage in lieu of benefits outlined in paragraph (a) above will be reduced to nine percent (9%).
- (c) 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.
- (d) This Article will not apply to the Employees listed in Schedule "B" in accordance with the terms described thereunder.

#### 21.06 Retirement Benefits

- (a) The Hospital will provide to all full-time Employees who are 55-56 years of age who retire (including disability retirements) on or after January 1, 2018, and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as provided to active Employees as long as the retiree pays the Employer the full amount of the monthly premiums, in advance. Benefits under this provision will end of the first day of the month that the retiree turns age 65.
- (b) The Hospital will provide to all full-time Employees who reach age 57 and retire (including disability retirements) on or after January 1, 2018 and who have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits semi-private, extended health care and dental benefits on the same basis as provided to active Employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans. Benefits under this provision will end on the first day of the month that the retiree turns age 65.

## **ARTICLE 22 – PENSION PLAN**

22.01 It is agreed that full-time Employees will participate and part-time Employees may participate in the Hospitals of Ontario Pension Plan administered by the Ontario Hospital Association. The Employer will pay the Employer's share of the contributions payable thereunder and will deduct from eligible Employee's wages the required portion of his or her earnings and remit same to the said Plan.

## **ARTICLE 23 – PROFESSIONAL DEVELOPMENT AND ADVANCEMENT**

### 23.01 Conferences and Workshops

Continuous professional development is a hallmark of the professional radiation therapy and dosimetry practice. As a self-regulating profession, both radiation therapy and dosimetry recognize the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education activities, and certification programs. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development. An Employee will be given as much notice as is practicable of approval or denial of a request for attendance at such gatherings. Once approved, requests under this Article will not be cancelled except where patient needs cannot be met in any other way. Such requests will not be unreasonably denied.

All information received by the Hospital or brought up by Employees regarding workshops, seminars, professional annual general meetings and conferences will be posted when received. Where the Hospital is able to provide some funding to support staff to attend such an event the selection process will be outlined to staff.

- (a) Leaves of Absence without pay for the purpose of furthering career development may be granted on written application by the Employee to the Director Cancer Services. Requests for such leave will not be unreasonably withheld.
- (b) Leaves of Absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional development may be granted at the discretion of the Hospital upon written application to the Director, Cancer Services.
- (c) Written application for Travel and Education expenses in accordance with the corporate Hospital policy (Employee Business Expense Reimbursement FIN 8.5) must be submitted to the Director, Cancer Services and must be approved in writing prior to the conference date. No expenses will be paid unless prior approval has been granted.
- (d) When assigned to projects within their employment, the Employer will schedule the Employee with time to work on the project.
- (e) Each Employee will be provided with a fixed amount of professional development

funding for each fiscal year, which will be no less than two hundred dollars (\$200.00), to be budgeted for requests under this Article. Where this amount is not used by the Employee in any given year, it shall be forfeited. Prior approval for use of these funds is required and shall not be unreasonably withheld.

- 23.02 The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate taking into consideration the needs of the Employer and the Employees involved.

Both the Employer 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 Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized, and the Employer will endeavour to provide Employees with opportunities to attend such programs during their regularly scheduled working hours, subject to operational requirements.

## **ARTICLE 24 – COMPENSATION**

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

- 24.02 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 settlement or awards will be deemed to resolve any future issues related to Pay Equity maintenance without 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 Employees represented by the Union at the Windsor Regional Cancer Centre. 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 “New Job Classifications” clause of the Collective Agreement, Article 24.08.

The parties agree that this agreement satisfies any and all requirements of the *Pay Equity Act*.

### 24.03 Retroactive Pay

Unless otherwise specifically noted, all amendments to the Collective Agreement shall be effective the day the Memorandum of Settlement is ratified by both the Employer's Board of Directors and the Union's bargaining unit membership, whichever last occurs.

"Retroactive period" for the purpose of this clause means the period from the effective date of the revision up to and including the day before the collective agreement is ratified or when an arbitral award is rendered therefore.

Retroactivity, if any, shall only apply for salary rates as specified under Schedule "A" for all hours paid. Retroactivity, if any, shall be paid to employees, former employees or in the case of death, the estates of former employees who were employees of this Agreement during the retroactive period.

Retroactivity, if any, will be paid within four (4) full pay periods of the date of the latest ratification by the Employer or Union, or award on the basis of hours paid. Retroactive pay will be paid on a separate deposit where the existing payroll system allows. The Employer will identify the exact date of payroll deposit within five (5) days of the ratification date.

The Employer shall write to former Employees by registered mail to the last address on file with the Employer, with a copy to the Union, within thirty (30) days of the date of the ratification or arbitral award. Notification will specify that any retroactive entitlement due to the Employee must be responded to within ninety (90) days from the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive benefit to these former Employees, or their estates.

### 24.04 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 12.03, 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 seventeen hundred and twenty-five (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.

### 24.05 Recognition of Previous Experience

- (a) Upon successful completion of the Employee's probationary period, or in the case of a term Employee after completion of four hundred and fifty (450) hours, the Employer will recognize retroactively to date of hire prior recent and directly related clinical experience for Employees on the basis of one (1) annual service

increment level for each year of prior experience. In the case of prior part-time or casual experience the Employee's prior recent and directly related clinical experience shall be calculated on the basis of seventeen hundred and twenty-five (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 his probationary period. The Employee shall co-operate with the Employer by providing verification of previous experience so that his 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 Employer.

24.06 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 classification which will provide an immediate increase over her previous salary rate.

24.07 (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.

24.08 New Job Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer 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 Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case maybe) 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 Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall

be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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*.

In the event that there are changes in bargaining unit roles, or new roles within the bargaining unit introduced by the Employer, the Employer will consult with the Union and provide details of the changes.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

25.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the bargaining unit. The Employer 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, which may include the provision of any necessary training. Reasonable fees incurred for such training shall be paid by the Employer and any other related costs will be reimbursed in accordance with Employer policy. This obligation does not extend to reimbursing an employee for costs incurred to obtain a new diploma or degree.

25.02 In the event of the introduction of any technological change that the Employer has decided to introduce which will significantly change the status of Employees within the bargaining unit, the Employer 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 Employer 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.

- (c) Article 14 shall apply in the event Employees are subject to layoff due to technological change.

## **ARTICLE 26 - GENERAL**

26.01 A copy of this Agreement will be prepared by the Employer and issued by the Employer to all bargaining unit Employees. The cost of the printing of the Collective Agreement, if any, will be equally shared by the Employer and the Union.

26.02 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.

### 26.03 Bulletin Boards

The Employer shall provide to the Union adequate bulletin board space in the Centre 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 Vice President of the Centre or her designated representative.

### 26.04 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 Employer'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 Employer informed of their address.

26.05 In the event that a regular permanent or contract employee contracts scabies, pink eye, ring worm or other communicable diseases, acquires lice, or is exposed to bed bugs while performing their regular work duties, and such condition requires treatment or medications for themselves or their immediate family, the Employer shall reimburse the employee for the prescribed medical treatments that are not covered under the Collective Agreement's benefit plans, upon submission of receipts and confirmation the expenses are ineligible under the benefit plans. Expenses related to laundry and dry cleaning required to eradicate the communicable disease, lice or bed bugs will be reimbursed with submission of original receipts up to \$75.00.

## **ARTICLE 27 – DURATION**

27.01 This Agreement shall remain in full force and effect until September 30, 2025 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.

**SIGNED THIS 7<sup>th</sup> DAY OF February, 2024 IN WINDSOR, ONTARIO**

FOR WINDSOR REGIONAL HOSPITAL

FOR THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA

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**SCHEDULE “A” HOURLY WAGE RATES**

(October 1, 2019 – September 30, 2025)

**1.75% October 1, 2019**

**1.75% October 1, 2020**

**1.75% October 1, 2021**

**4.75% October 1, 2022**

**1.75% September 1, 2023**

**3.50% October 1, 2023**

**3.0% October 1, 2024**

**CLINICAL EDUCATION LEADER (Job Code - K760P)**

		<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>
<b>1.40%</b>	1-Oct-18	35.281	36.350	38.000	40.060	42.105	44.167	48.331
<b>1.75%</b>	1-Oct-19	35.898	36.986	38.665	40.761	42.842	44.940	49.177
<b>1.75%</b>	1-Oct-20	36.526	37.633	39.342	41.474	43.592	45.726	50.038
<b>1.75%</b>	1-Oct-21	37.165	38.292	40.030	42.200	44.355	46.526	50.914
<b>4.75%</b>	1-Oct-22	38.930	40.111	41.931	44.205	46.462	48.736	53.332
<b>1.75%</b>	1-Sep-23	39.611	40.813	42.665	44.979	47.275	49.589	54.265
<b>3.50%</b>	1-Oct-23	40.997	42.241	44.158	46.553	48.930	51.325	56.164
<b>3.00%</b>	1-Oct-24	42.227	43.508	45.483	47.950	50.398	52.865	57.849

**RADIATION THERAPIST AND DOSIMETRIST (Job Codes – K750F/P and K755F/P)**

		<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>
<b>1.40%</b>	1-Oct-18	33.284	34.292	35.849	37.796	39.723	41.667	45.597
<b>1.75%</b>	1-Oct-19	33.866	34.892	36.476	38.457	40.418	42.396	46.395
<b>1.75%</b>	1-Oct-20	34.459	35.503	37.114	39.130	41.125	43.138	47.207
<b>1.75%</b>	1-Oct-21	35.062	36.124	37.763	39.815	41.845	43.893	48.033
<b>4.75%</b>	1-Oct-22	36.727	37.840	39.557	41.706	43.833	45.978	50.315
<b>1.75%</b>	1-Sep-23	37.370	38.502	40.249	42.436	44.600	46.783	51.196
<b>3.50%</b>	1-Oct-23	38.678	39.850	41.658	43.921	46.161	48.420	52.988
<b>3.00%</b>	1-Oct-24	39.838	41.046	42.908	45.239	47.546	49.873	54.578

**LETTER OF UNDERSTANDING**

**BETWEEN**

**WINDSOR REGIONAL HOSPITAL**

**AND**

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

**RE: Pay Equity Maintenance Agreement**

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

The October 1, 2009 adjustments in the Collective Agreement 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.

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 “New Job Classifications” clause of the Collective Agreement, Article 24.08.

**SIGNED THIS 7<sup>th</sup> DAY OF February, 2024 IN WINDSOR, ONTARIO**

FOR WINDSOR REGIONAL HOSPITAL

FOR THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**WINDSOR REGIONAL HOSPITAL**

**AND**

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

**RE: Creation of 0.8/0.9 FTE Positions**

During the negotiations for the renewal of the 2016 collective agreement, the parties discussed the possibility of creating some 0.8 and 0.9 positions. The parties agree to meet within ninety (90) days of ratification to discuss the feasibility to do a pilot project for such positions and to discuss the terms and conditions applicable to such positions.

**SIGNED THIS 7<sup>th</sup> DAY OF February, 2024 IN WINDSOR, ONTARIO**

FOR THE HOSPITAL

FOR THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**WINDSOR REGIONAL HOSPITAL**

**AND**

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

**RE: Professional Practice**

The parties agree to form a Joint Professional Practice Committee comprised of three (3) Hospital representatives, and three (3) Institute representatives and co-chaired by the parties, within 60 days of the ratification of the Collective Agreement for the purposes of discussing Radiation Therapy practice.

The Committee will meet on a monthly basis for the first full year following ratification, and thereafter on a frequency determined by the Committee and will provide recommendations to the Hospital on matters pertaining to the practice, education and research activities within Radiation Therapy.

Time off for committee members to attend meetings of the Professional Practice Committee shall be granted and their attendance at meetings shall be without loss of regular wages.

**SIGNED THIS 7<sup>th</sup> DAY OF February, 2024 IN WINDSOR, ONTARIO**

FOR WINDSOR REGIONAL HOSPITAL

FOR THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA

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