

COLLECTIVE AGREEMENT

Between:

**TRILLIUM HEALTH PARTNERS – HEALTH CARE PROFESSIONALS
RADIATION THERAPY UNIT
(hereinafter referred to as “the Hospital”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as “the Association”)**

Expiry: March 31, 2020

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – NO DISCRIMINATION	3
ARTICLE 5 – NO STRIKE, NO LOCKOUT	4
ARTICLE 6 – UNION SECURITY.....	4
ARTICLE 7 – REPRESENTATION AND COMMITTEES	5
ARTICLE 8 – GRIEVANCE AND GRIEVANCE PROCEDURE	9
ARTICLE 9 – PROFESSIONAL DEVELOPMENT AND RESPONSIBILITY	11
ARTICLE 10 – TECHNOLOGICAL CHANGES	13
ARTICLE 11 – ACCESS TO FILES.....	14
ARTICLE 12 – SENIORITY.....	14
ARTICLE 13 – JOB POSTING	17
ARTICLE 14 – JOB SECURITY	18
ARTICLE 15 – LEAVES OF ABSENCE	23
ARTICLE 16 – SICK LEAVE AND LONG-TERM DISABILITY.....	28
ARTICLE 17 – HOURS OF WORK	29
ARTICLE 18 – PAID HOLIDAYS.....	36
ARTICLE 19 – VACATION.....	38
ARTICLE 20 – HEALTH AND WELFARE BENEFITS	40
ARTICLE 21 – MISCELLANEOUS.....	41
ARTICLE 22 – COMPENSATION	43
POSITION IN RANGE.....	43
ARTICLE 23 – RETROACTIVITY.....	45
ARTICLE 24 – DURATION	45
LETTER OF UNDERSTANDING – RE: JOB POSTINGS (ARTICLE 13)	47

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 Union and the Employer, the prompt disposition of grievances, the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.
- 1.03 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes the Ontario Nurses' Association as the Bargaining Agent of all Radiation Therapists, Dosimetrists, Advanced Practice Radiation Therapists, Clinical Specialist Radiation Therapists, Resource Radiation Therapists and Radiation Therapy Student Clinical Coordinators employed by Trillium Health Partners at Credit Valley Hospital in the City of Mississauga, Ontario, save and except supervisors, persons above the rank of supervisor and clinical educators.

2.02 Certification and Licensing

All Radiation Therapists, as a condition of their continued employment with the Hospital are required to present annually to their Department Head or designate proof of:

- Current certification and licensing (MRT(T)/MRT(MR) with the College of Medical Radiation Technologists of Ontario (C.M.R.T.O.)
- Proof of certification and licensing in good standing
- CPR certification

An employee who fails to provide proof of certification and licensing by the specified date as provided above will be placed on non-disciplinary suspension without pay. If the employee presents evidence of certification and licensing within 90 days of such suspension, the employee shall be reinstated to their or their former position effective upon presenting such evidence to the Hospital. Failure to provide evidence of certification and licensing within 90 calendar days of the employee being placed on non-disciplinary suspension by the Hospital will result in the employee being deemed to be no longer qualified and the employee shall be terminated from the employ of the Hospital.

Definitions

- 2.03 A full-time employee is an employee who normally works the normal full-time hours referred to under Article 17 of the Collective Agreement.
- 2.04 A part-time employee is an employee who normally works less than the normal full-time hours referred to under Article 17 of the Collective Agreement.

- 2.05 Part-time employees are classified under two (2) categories.
- (a) A regular part-time employee is an employee who works less than the full-time weekly hours referred to under Article 17 of the Collective Agreement and who makes a commitment to the Hospital to be available on a pre-determined basis and in respect of who there is a pre-determined scheduling.
 - (b) A casual part-time employee shall mean an employee who is employed on a casual relief or short notice basis. They can be pre-scheduled in order to maintain competency.

2.06 Once Article 13.01 has been complied with and it is determined that no internal employee is willing and qualified to perform the available work, a temporary employee may be hired under the following circumstances:

- (a) To replace an employee who is absent from work because of a pregnancy leave, parental leave, long term disability, education leave or such other leave as the Union may approve in which case the period of temporary employment shall not exceed the absentee's leave (excluding any orientation period) or eighteen (18) months, whichever is the shorter period or,
- (b) With the consent of the Union, to perform a non-recurring task, in which case the period of temporary employment shall not exceed six (6) months, unless otherwise mutually agreed between the Union and the Employer. It is understood and agreed that such consent shall not be unreasonably withheld.

The release or discharge of a temporary employee shall be at the sole discretion of the Employer and shall not be subject of a grievance or arbitration.

In all cases the Employer shall inform the Union of the name, job functions and anticipated duration of employment of such temporary employee.

Temporary employees shall be treated as part-time employees for the purpose of this Agreement, except for seniority rights. If a temporary employee obtains a permanent position, she or he will be credited with service and seniority retroactive to their date of hire as a temporary employee, provided her or his service remained continuous.

If an internal candidate is a successful candidate to such a position, she or he shall be returned to her or his former position if it exists following the completion of the temporary assignment. If her or his permanent position no longer exists, she or he will displace the least senior Radiation Therapist as long as they are qualified to perform the work.

ARTICLE 3 – MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency.
- (b) hire, assign, reassign, retire, discharge, direct, demote, promote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees 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, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service.
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- (e) make and enforce and alter from time-to-time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

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

ARTICLE 4 – NO DISCRIMINATION

The parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below.

- 4.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Radiation Therapist because of their membership or non-membership in the Union or activity or lack of activity on Union or by reason of exercising their rights under the Collective Agreement.
- 4.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the Radiation Therapists covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identify, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*.

- 4.04 The Hospital; and the Association recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 4.05 In dealing with physician conduct, the Hospital may incorporate tools, definitions and processes from the College of Physicians and Surgeons' *Guidebook for Managing Disruptive Physician Behaviour*.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

- 5.01 The Union agrees there will be no strikes and the Hospital agrees there will be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 – UNION SECURITY

- 6.01 The Employer will deduct from each employee, in the case of both full-time and part-time, covered by this Agreement, an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time Radiation Therapist may be extended when the Radiation Therapist does not receive any pay in a particular month.

Where a Radiation Therapist has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the Radiation Therapist has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Hospital, then, as soon as the error is called to its attention by the Association, the Hospital shall make the deduction in the manner agreed to by the parties.

- 6.02 Such dues shall be deducted monthly and in the case of new employees, such deductions shall commence in the month following their date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Treasurer 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.
- 6.04 In consideration of the deducting and forwarding of the Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising from the operation of this Article.
- 6.05 The amounts so deducted shall be remitted monthly to the Provincial Vice President – Finance 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. If the Hospital elects to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be sent.

The Hospital will provide the members' current addresses and phone numbers it has on record, with dues lists, at least every six months.

- 6.06 A new employee will have the opportunity to meet with a Union representative, for a period of up to fifteen (15) minutes during the departmental orientation period. The purpose of the meeting will be to acquaint the employee with the Union and the Collective Agreement. This employee will be informed by the Hospital of the date and time of the Union presentation during their departmental orientation program. Such meeting will be arranged collectively or individually for employees by the Hospital as part of the orientation program.
- 6.07 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.

ARTICLE 7 – REPRESENTATION AND COMMITTEES

- 7.01 The Union may elect, appoint or otherwise select and the Employer will recognize three (3) Union representatives or designate, one of whom will be the Bargaining Unit President or designate, who may assist employees in the presentation of any grievance arising under the terms of the Collective Agreement.
- 7.02 Union representatives and members of committees have their regular work to perform on behalf of the Employer. If it is necessary for a representative or a committee 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. Such permission shall not be unreasonably denied. In accordance with this understanding, a member of the Grievance Committee or a Union representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at meetings with the Employer up to, but not including mediation and/or arbitration.
- The Hospital agrees to pay a grievor for all time spend during his or her regular working hours at Step1 and Step2 grievance meetings.
- 7.03 Negotiating Committee
- The Employer will recognize a bargaining unit Negotiating Committee of three (3) employees, included in this number shall be the Bargaining Unit President, to negotiate renewal of Collective 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.
- 7.04 Labour-Management Committee
- The parties agree to appoint a joint Labour-Management Committee of up to three (3) employees appointed by the Union and up to three (3) representatives appointed by the Employer. The members of the Labour-Management Committee shall meet to discuss matters of mutual concern and interest between the parties during the term of this Agreement. Meetings shall be held once every three (3) months, unless otherwise mutually agreed.

The duties of the Chairperson and Secretary shall alternate between the parties. Agenda items will be exchanged in writing at least five (5) calendar days 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. The Union's Labour Relations Officer and the Hospital's Human Resources representative may also attend such meetings as may be requested.

7.05

Occupational Health and Safety

- (a) The Hospital and the Union agree to a Joint Health and Safety Committee in accordance with the *Occupational Health and Safety Act of Ontario*. One member of the bargaining unit shall be designated by the Union to be on the Committee. Both parties agree to comply with all requirements of the *Occupational Health and Safety Act*.
- (b) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness. Accordingly, the parties fully endorse the responsibilities of Employer and employee under the *Occupational Health and Safety Act*.
- (c) The committee shall meet at least once every three months (3) at the workplace and may be required to meet by order of the Minister, R.S.O. 1990 c. O.1. s. 9 (33).
- (d) The committee shall maintain and keep minutes of its proceedings and make the same available for examination and review by an inspector. R.S.O. 1990 c. O.1. s. 9 (22).
- (e) "Workplace" is defined as radiation therapy and not the entirety of Credit Valley Hospital.
- (f) The members of the committee who represent workers shall designate:
 - i) If it is not practical to inspect the workplace at least once every three months, a member representing workers to inspect the physical condition of the workplace at least once a year, inspecting at least a part of the workplace in each month. R.S.O. 1990, c. O.1, s 9 (27). If possible, the member designated to inspect the workplace shall be a certified member. R.S.O. 1990, c. O. 1, s. 9(24).
 - ii) One or more such members to investigate cases where a worker is killed or critically injured at a workplace from any cause and one of those members may be subject to subsection 51 (2), inspect the place where the accident occurred and any machine, device or thing and shall report his or findings to a Director and to the committee. R.S.O. 1990, c.0.1, s.9 (31).
- (g) A member of the committee is entitled to such time as is necessary to attend meetings of the committee; and such time as is necessary to carry out inspections and investigations as provided under (c) and (e) above.

- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.
- (i) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees if the Hospital deems medication to be required.
- (j) Work Related Injury

The Hospital will notify the Bargaining Unit's Occupational Health and Safety Representative of the names of all employees off work due to a work-related injury (whether or not the employees are in receipt of WCB/WSIB Benefits) by the 15th day of each month. The report will show the employees off work as of the end of the previous month.

7.06 Union Representative

If approval is obtained in advance from the Department Head of Radiation Therapy or designate, the Union may hold meetings on the Hospital premises.

The Employer shall grant permission for access to its premises for a representative of the Ontario Nurses' Association for the purposes of investigating grievances or attending Hospital approved meetings. Such a representative shall have access to the premises only by approval of the Manager, Radiation Therapy or designate at the time.

The Local Union will keep the Department Head of Radiation Therapy or designate notified of the names of the Union representatives and/or committee members and officers of the Local Union and the effective date of their appointments.

All correspondence between the Employer and the Union arising out of this Agreement shall pass to and from the Union's local contact or the Union's Labour Relations Officer, and the Department Head of Radiation Therapy or designate.

Radiation Therapists who are members of committees pursuant to Regulation 518 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

7.07 Modified Work

- (a) The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
- (b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

- (c) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the Hospital will consider the skills, ability and experience of the employees and will also consider the feasibility to acquire skills, seniority and path of least disruption in the workplace.
- (d) Before posting, the Hospitals Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (e) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation, giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (f) The parties can agree to waive the posting procedure in order to facilitate an accommodation.
- (g) The parties, with the employee's consent, will agree to a written modified work plan for an accommodation.

7.08 The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of a disabled worker, to assist in restoring them to work, which is meaningful for them and which is valued by the Hospital. The Hospital will endeavour to find work that meets the employee's medical restrictions as long as they are qualified to perform the work.

To that end, the Hospital and the Association, with the full participation of the employee, agree to cooperate in facilitating the return to work of disabled employees, whether the disability is temporary or permanent in nature.

7.09 Definition of Violence/Harassment

Workplace violence means any of the following:

- The use of physical force by an individual against another individual, in a workplace, that causes or could cause physical injury.
- The attempted use of physical force against or by an individual in a workplace that causes or could cause physical injury.
- A statement(s) or behaviour(s) that is reasonably believed to be a threat of physical harm or threat to one's safety and/or workplace security.

The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available through the employee assistance program to help victims recover from such incidents.

The Hospital agrees to maintain formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. THP will implement measures to prevent workplace violence.

ARTICLE 8 – GRIEVANCE AND GRIEVANCE PROCEDURE

8.01 It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing a procedure to be utilized for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

8.02 Electronic Grievances

The parties agree that grievances may be filed electronically as well as by hard copy. A grievance sent through the hospital's internal email (i.e., using a hospital assigned email address) and/or a grievance sent from external addresses provided to the Hospital will be accepted by the Employer as having been properly presented.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by their Union representative. At the time of suspension or discharge, the Hospital shall notify the employee of this right in advance.

The Hospital further 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.

The investigations related to a Radiation Therapist's employment will be completed in a timely manner.

8.04 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their manager or designate the opportunity of adjusting their complaint. Such complaint shall be discussed with their manager or designate within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a written grievance in the following manner and sequence:

Step No. 1

The employee, with the assistance of a Union representative may submit a written grievance, signed by them, to the Labour Relations Manager or his/her designate. The employee will provide a copy of the written grievance (see Appendix B) to their 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 Labour Relations Manager or their designate will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to their manager or designate (or any longer period which may be mutually agreed upon).

Step No. 2

Failing settlement then: Within nine (9) calendar days following the decision under Step No. 1, a meeting will then be held between the Labour Relations Manager or their designate and applicable Hospital representatives and the Union Grievance

Committee within nine (9) calendar days of the submission of the grievance at Step 2, unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at this meeting. A decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

8.05 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances, giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Bargaining Unit President or their designate.

8.06 Where a number of employees have identical grievances, and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the manager or their designate responsible for their department or alternate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). 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.

8.07 Probationary Employees

The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith or for exercising a right under this Agreement. A claim by a probationary employee that she or he 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 Hospital at Step 2 within seven (7) days after the date the release is effective.

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

8.09 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

8.10 When either party requests that a grievance be submitted to arbitration, this request shall be made in writing to the other party of the agreement indicating the name and address of its nominee to the Arbitration Board. Within fourteen (14) calendar days after the receipt of the request, the other party shall answer in writing indicating the name and address of its nominee to the Arbitration Board. The two nominees shall appoint a Chairperson. Whenever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board.

8.11 If the recipient of the notice fails to appoint its nominee to the Board of Arbitration within ten (10) normal working days after the receipt of the request, or if the nominees fail to agree upon a Chairperson within ten (10) normal working days

after receipt of the second nominee, either party may then request the Ministry of Labour for the Province of Ontario to appoint a Chairperson.

- 8.12 The Board of Arbitration shall hear and determine the grievance. The written decision of the majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be final and binding upon the parties and upon the employee(s) affected by it.
- 8.13 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- The Arbitration Board 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.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expense, if any, of the Chairperson of the Arbitration Board.
- 8.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*.
- 8.16 The parties may agree to waive or extend any of the time limits established in the grievances and arbitration procedures.
- 8.17 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the times specified, provided that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specified time limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.
- 8.18 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 8.19 Paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance or Arbitration Procedures where the reference is calendar days.
- 8.20 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. All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital, the Union and the employees.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT AND RESPONSIBILITY

- 9.01 Continuous professional development is a hallmark of professional practice. As self-regulating professionals, the employees recognize the importance of ongoing learning and the maintenance of competence in a dynamic practice environment.

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; certification programs; independent learning and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

9.02 Orientation and Inservice

- (a) The Hospital recognizes the need for a Hospital Orientation Programme of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the employees involved
- (b) 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.

9.03 Education

The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to engage in any learning opportunities outside of her or his regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at her or his regular straight time hourly rate of pay.

Where the Employer requires e-learning, it will make reasonable efforts to enable Employer e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required Employer e-learning during regular working hours and is required to complete Employer e-learning outside of her/his regular working hours, the Employer will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

9.04 Professional Responsibility

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that the Hospital assigns a number of patients or a workload to an individual Radiation Therapist or group of Radiation Therapists such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- (a) At the time that the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- (b) Failing resolution of the workload issue at the time of occurrence, the employee(s) or group of employees will discuss the issue with her or his Manager or designate on the next day that the Manager or designate and the Employee are both working or within seven (7) calendar days whichever is sooner.
- (c) Every effort will be made to resolve workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. The discussions and actions will be documented.
- (d) Failing resolution of the workload issue at the unit level, the workload issue will be discussed at the next Labour-Management Committee meeting. Such meeting will occur within thirty (30) calendar days or as soon as possible thereafter. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the employee(s).
- (e) If the matter is unresolved by the Labour-Management Committee, the Association may forward a written report outlining the complaint and recommendations to the Director of Oncology Program for resolution of the issues.
- (f) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- (g) When meeting with the manager in any step of this process, the employee(s) may request the assistance of a Union Representative, including the Labour Relations Officer(s) to support/assist her/him at the meeting.

9.05 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professionals Act, Medical directives, and related statutes and regulations and in accordance with guidelines established by the College of Medical Radiation Technologists of Ontario from time to time, and any hospital policy related thereto, provided that if the Association is of the opinion that such delegation would be detrimental to proper patient care, the Association may refer the issue to the Labour Management Committee.

ARTICLE 10 – TECHNOLOGICAL CHANGES

10.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

- 10.02 Where computers and/or new computer technology (e.g., computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the employees involved.

ARTICLE 11 – ACCESS TO FILES

- 11.01 A copy of any completed evaluation, including performance appraisals which is to be placed in an employee's hardcopy and/or digital file shall be first reviewed with the employee. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Each employee shall have reasonable access to all her/his files for the purpose of reviewing their contents in the presence of her/his supervisor or Human Resources representative. A copy of the evaluation will be provided to the employee at her/his request.

No document shall be used against an employee where it has not been brought to her/his attention in a timely manner.

- 11.02 Employee Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the date of the letter of reprimand, end of suspension, or other sanction required provided that the employee's record has been discipline free for eighteen (18) months.

ARTICLE 12 – SENIORITY

- 12.01 Seniority

- (a) Seniority is defined as the length of continuous service in the Bargaining Unit since the employee's last date of hire and shall include service with the Hospital prior to the certification of the Union.
- (b) Each newly hired employee shall serve a probationary period of four hundred and fifty (450) hours worked from the date of last hire. The discharge of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for exercising a right under this Agreement. With the written consent from the Hospital, the probationary employee 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.

An employee who transfers from part-time status to full-time status shall not be required to serve a probationary period where they have previously completed one since their 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.

- 12.02 A seniority list for bargaining unit employees who have completed their probationary period shall be prepared by the Hospital as at December 31st and June 30th of each year and shall be posted electronically. One (1) copy will be sent

to the Bargaining Unit President on or before February 1st and August 1st of each year.

The seniority list shall include each employee's job classification and status.

No objection may be taken by the Union or by the employee unless notice of objection is given by the Union or an employee to the Hospital within one (1) month after the Hospital has posted and furnished to the Union the seniority lists in which the item first appeared. In the event an employee is on an approved leave of absence exceeding one (1) month's duration, the employee may file for their objection, if any, with a period of two (2) weeks following their return to work.

Full-time employees' seniority will be expressed in terms of a date.

Part-time (and temporary) employees' seniority will be expressed in terms of total hours worked since the most recent date of hire.

- 12.03
- (a) Seniority and service for a part-time employee or temporary employee shall be calculated on the basis of fifteen hundred (1500) hours worked equals one (1) year of full-time seniority and service.
 - (b) An employee's full seniority and service shall be retained by the employee in the event that they are transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for their full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

12.04 Effect of Absence

- (a) Except as otherwise provided under the pregnancy and parental leave provisions of this Collective Agreement, for Leaves of Absence without pay that exceed thirty (30) continuous calendar days, the Radiation Therapist will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of the thirty (30) calendar days. A Radiation Therapist will become responsible for full payment of any employee benefits in which they are enrolled and in which they are entitled to participate during the absence for the period following the first thirty (30) days.
- (b) Notwithstanding this provision seniority shall accrue if the absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.
- (c) Seniority and service will accrue, and the Hospital will continue to pay its share of the premiums for benefit plans for Radiation Therapists for a period of up to seventeen (17) weeks while a fulltime or part time Radiation Therapist is on pregnancy leave and for a period of up to sixty-three (63) weeks while a Radiation Therapist is on parental leave, and up to sixty-three (63) weeks for an adoptive parent or natural father.

- (d) Eligible employees who are enrolled in benefits will continue to participate in benefits for the duration of the pregnancy and parental leaves and the Hospital will continue to pay its share of the premiums.

12.05 An employee shall lose all service and seniority and shall be deemed to have terminated if they:

- (a) leaves of her/his own accord.
- (b) are discharged and the discharge is not reversed through the grievance or arbitration procedure.
- (c) has been laid off for twenty-four (24) calendar months.
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care unless a satisfactory reason is given to the Hospital.
- (e) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital.
- (f) fails to return to work subject to the provisions of 12.05 (e) 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) fail upon being notified of a recall to signify their intention to return within 10 working days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within 15 working days after they have received the notice of recall or such further period of time as may be agreed upon by the parties.

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

12.06 Transfer Out of the Bargaining Unit

- (a) A Radiation Therapist may transfer to a temporary assignment outside the bargaining unit for a period of up to twelve (12) months. The Radiation Therapist shall maintain the seniority held at the time of transfer until such time as the Radiation Therapist returns to the bargaining unit at which time seniority accrual shall recommence. Benefit plans shall be maintained for the period. It is understood that the Radiation Therapist will not have dues deducted during the time spent out of the bargaining unit.

The Radiation Therapist must return to the Bargaining Unit by the twelve (12) month period unless there is mutual agreement of the parties to extend the period of the temporary assignment. No employee shall be transferred to a position outside the Bargaining Unit without her or his consent.

- (b) An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or the employee will lose all seniority held at the time of the subsequent transfer.

ARTICLE 13 – JOB POSTING

- 13.01 (a) Where a permanent vacancy occurs, such vacancy will be posted for a period of seven (7) consecutive calendar days to enable therapists to apply. Applications shall be in writing within the seven (7) day period.
- (b) Employees shall be selected for permanent positions on the basis of their skills, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern, provided that the successful applicant, if any, is qualified to perform the available work. 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.
- All applicants for a job posting who are unsuccessful shall, upon request, be provided an opportunity to speak with the hiring manager to discuss their application.
- (c) Vacancies which are not expected to exceed six (6) months and vacancies caused due to illness, accident, leaves of absence, may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time therapists on the basis of seniority who are qualified to perform the work.
- (d) A part-time employee who relieves in a therapy full-time position shall not lose their status of part-time.
- Upon completion of the temporary vacancy, such employee shall be reinstated to their former position unless the position has been discontinued, in which case they shall be able to exercise their seniority rights under the layoff provision of the Collective Agreement.
- (e) Where the applicant has been selected in accordance with this Article and it is subsequently determined that they cannot satisfactorily perform the job to which they were promoted or transferred, the Hospital will attempt, during the first sixty (60) shifts (450 hours for Radiation Therapists whose regular hours of work are other than the standard work day) worked from the date on which the Radiation Therapist was first assigned to the vacancy, to return the Radiation Therapist to their former job, and the filling of the subsequent vacancies will likewise be reversed.
- (f) If the Radiation therapist requests the Hospital will give due consideration returning the Radiation Therapist to their former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied.
- 13.02 The Employer shall not be required to post a vacancy where a position has been posted and a successful applicant has been chose and subsequently becomes vacant as a result of the trial period Article 13.01(e) above, a new posting need not be completed but the previous applicants will be considered.

ARTICLE 14 – JOB SECURITY

Layoff

- 14.01
- (a) Cancellation of single or partial shifts will be on the basis of seniority of the Members on the unit on that shift unless agreed otherwise by the Hospital and the Union.
 - (b) A "short-term layoff" shall mean:
 - i) A layoff resulting from a planned temporary closure of any part of the Hospital's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a "Christmas shutdown"); or
 - ii) A layoff resulting from a planned temporary closure, not anticipated to exceed six (6) months in length, of any part of the Hospital's facilities for the purpose of construction or renovation; or
 - iii) Any other temporary layoff which is not anticipated to exceed three (3) months in length.
 - (c) A "long-term layoff" shall mean:
 - i) any layoff which is not a "short-term layoff"; or,
 - ii) the permanent reduction in regular hours of a full-time Employee.
 - (d) Where an employee has her or his shift cancelled, this shall not constitute a layoff under this agreement.
 - (e) The Hospital shall provide the Union with no less than 30 calendar days' notice of a short-term layoff. In giving such notice, the Hospital will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff and will identify the employees likely to be affected. If requested, the Hospital will meet with the Union to review the effect on employees in the Bargaining unit.
 - (f) Notice
 In the event of a proposed layoff at the hospital of a permanent or long-term nature within the bargaining unit, the Hospital shall:
 - i) Provide the Union with no less than four (4) months written notice of the proposed layoff; and
 - ii) Provide to the affected employee(s), if any, with no less than three (3) months written notice of layoff or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

In the event of the elimination of a vacant position or in circumstances where the Hospital decides not to fill a vacated position, the Union will be provided with notice at the time the decision is made.

(g) The Hospital shall meet with the local Union to review the following:

- i) The reasons causing the layoff;
- ii) The service which the Hospital will undertake after the layoff, and;
- iii) The method of implementation including the areas of cut-back and the employees to be laid off.

14.02

(a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

(b) Employees shall have the following entitlements in the event of a layoff:

Prior to implementing a short-term layoff, employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

i) An employee who has been notified of a short-term layoff may:

(A) Accept the layoff; or

(B) Opt to retire if eligible under the terms of the Hospital's pension plan; or

(C) Elect to transfer to a vacant position, provided they are qualified to perform the available work; or

(D) Displace the least senior employee in the bargaining unit whose work they are qualified to perform.

(c) Before issuing notice of long-term layoff pursuant to Article 14.01(c), and following notice pursuant to Article 14.01(c), the Employer will make offers of early retirement allowance in accordance with the following conditions:

i) The Employer will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.

ii) The Employer will make offers to employees eligible for early retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan).

iii) If no employees on the unit affected accept the offer, the Employer will then extend the offer to other employees in the bargaining unit in order of seniority.

- iv) The number of early retirements the Employer approves will not exceed the number of employees who would otherwise be laid off.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) weeks' salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

- (d) An employee who has been notified of a long-term layoff may:
 - (A) Accept the layoff; or
 - (B) Opt to retire if eligible under the terms of the Hospital's pension plan; or
 - (C) Elect to transfer to a vacant position provided that they are qualified to perform the available work; or
 - (D) Displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee in a department whose work the employee subject to layoff is qualified to
- (e) Where an employee has received individual notice of long-term layoff such employee may resign and receive a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

- 14.03
- (a) Any agreement between the Hospital and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual employee is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
 - (b) i) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to their former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to their former position there shall be no obligation to consider the vacancy under Article 13. Where the employee refuses the

opportunity to return to their former position the employee shall advise the Hospital in writing.

- ii) No reduction in the hours of work as defined shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
 - iii) No full-time employee within the bargaining unit shall be laid-off by reason of their duties being assigned to one or more part-time employees.
 - iv) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
 - v) Full-time and part-time layoff and recall rights shall be separate.
- (c)
- i) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.
 - ii) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
 - iii) The option to "accept a layoff" as provided in this Article includes the right of an employee to absent them or themselves from the workplace.
 - iv) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (d)
- i) It is the sole responsibility of the employee who has been laid off to notify the Hospital of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.
 - ii) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
 - iii) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10)

working days. An employee who has been recalled and accepts a temporary vacancy of sixty (60) calendar days or less shall not be considered to have been recalled from layoff and shall not be required to accept such recall and may instead remain on layoff. An employee who has been recalled for temporary work exceeding sixty (60) calendar days shall be deemed recalled from layoff.

- iv) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff or amended date as per (iii) above.

14.04 (a) Work of the Bargaining Unit

Employees who are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit if such performance directly causes or results in layoff or reduction the normal hours of work or reduction of benefits to employees in the bargaining unit.

(b) Contracting Out

The Hospital shall not contract out any work usually performed by members of this bargaining unit, if as a result of such contracting out, the layoff of any employees other than casual part-time employee follows. Contracting out to a Hospital who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

14.05 Reassignment

A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) reassignments will occur in reverse order of seniority;
- (ii) the reassignment of the employee is to an appropriate position with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iv) the job to which the employee is reassigned is located at the employee's original work site;
- (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided that no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the manager or designate. Such requests are to be given as far in advance as possible, however, at least thirty (30) calendar days in advance; and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Emergency situations may require immediate verbal requests. These requests must be followed up with written documents as set below.

Vacation, statutory holiday and float days must be utilized before any request for a leave of absence will be approved.

Requests for unpaid leave of absence will be considered by managers or designate based on the following factors:

- (i) Operational needs
- (ii) Current department/unit operational pressures
- (iii) Impact of granting the leave on the team as a whole
- (iv) Issues related to skill-mix
- (v) Reason for the Leave of Absence
- (vi) Dates and duration of required leave
- (vii) Leaves of absence will not be granted for purposes of pursuing other employment

Such leave requests shall not be unreasonably withheld.

15.02 Union Leave

Leave of absence for Union business shall be given with pay (subject to c below) up to an aggregate maximum for all employees of forty-five (45) days per calendar year provided such leave does not interfere with a continuance of efficient operations of the Employer. Such leave shall be subject to the following conditions.:

- (a) Not more than one (1) employee will be granted leave at the same time. The Hospital will consider two (2) employees at the same time if operational feasible.
- (b) A request shall be made in writing at least three (3) weeks prior to the commencement of the function for which leave is requested, except where such notice was not possible.
- (c) During such leave of absence, an employee's salary and benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and local Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time employee and 19% in lieu of benefits for a full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee. The Hospital will bill the local Union within a reasonable period of time. Part-time employees on such leave will be credited with seniority up to their regularly scheduled weekly hours of work.

- (d) Replies to requests for leaves of absence shall be given within two (2) calendar weeks of receipt of the request.
- (e) Where the Union leave has been granted for an arbitration which is cancelled, the Union shall, unless otherwise agreed, provide the Hospital with at least twenty-four (24) hours' notice that they wish the leave cancelled, failing which such leave shall go forward.

15.03 ONA Staff Leave

Upon application, in writing by the Union on behalf of an employee to the Hospital, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave, the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

15.04 Leave, Board of Directors/ONA President

The Radiation Therapist who is elected to the Board of Directors of the Ontario Nurses' Association, or to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice – sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. There shall be no loss of seniority or service for a full-time or part-time Radiation Therapist during such leave of absence. During such leave of absence, the Radiation Therapist's salary and applicable benefits shall be maintained by the hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and 19% in lieu of applicable benefits. In the case of leave to fill the position of ONA President, it is understood that the Radiation Therapist shall be deemed to be an employee of the Ontario Nurses' Association during such leave. The Radiation Therapist agrees to notify the Hospital of her or his intention to return to work at least 2 months prior to the date of such return.

15.05 Bereavement Leave

A Radiation Therapist who notifies the Hospital as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral, or a memorial service (or equivalent) of a member of their immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild.

A Radiation Therapist shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family"

and “in-laws” as set out above shall include the relatives of “spouses” as defined herein.

Where a Radiation Therapist does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its direction, may extend such leave with or without pay, particularly where extensive travel is required.

Notwithstanding the above, individuals 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 cultural diversity.

Part-time Radiation Therapists will be credited with seniority and service for all such leave.

15.06

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

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. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard workday) towards the probationary period provided in Article 12.01(b) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard workday).

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

- (d) The Hospital may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under

this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt of the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue 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 normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee does not have any vested right except to receive payments for the covered employment insurance 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.

The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

15.07

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 15.06 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (d) 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. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire

subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard workday) towards the probationary period provided in Article 12.01 (b) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard workday).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly 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 or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee does not have any vested right except to receive payments for the covered employment insurance 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.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e., 12 weeks, in addition to pension contributions if applicable.

Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the *Employment Insurance Act*.

15.08

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 a Hospital, the employee shall not lose regular wages because of such attendance, provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that she/he 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.

15.09 Secondments

A Radiation Therapist who is seconded from the Hospital to another organization shall be granted a leave of absence without pay for a period of up to one (1) year. This time period may be extended, with the agreement of both parties. There shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the Radiation Therapist is seconded, the Radiation Therapist's salary and applicable benefits shall be maintained by the Hospital and the Hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the Radiation Therapist is seconded. The Radiation Therapist agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior the date of such return.

15.10 Military Leave

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military reserve. The employee will give as much notice as reasonably possible.

ARTICLE 16 – SICK LEAVE AND LONG-TERM DISABILITY

16.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan for full-time employees. The plan will be at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan brochure.

The Hospital will 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 the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Note: Short-term sick leave coverage will continue for full-time employees who work after their 65th birthday.

16.02 When a Radiation Therapist has completed any portion of her or his regularly scheduled shift prior to going on sick leave benefits or Workers' Compensation benefits, the Radiation Therapist shall be paid for the balance of the shift at her or his regular straight time hourly rate.

- 16.03 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same calendar year.
- Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 16.04 A Radiation Therapist 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 for WSIB benefits may apply to the Hospital for payment equivalent to the lesser of the benefit the therapist would receive from the WSIB if the Radiation Therapist's claim was approved, or the benefit to which the Radiation Therapist would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the Radiation Therapist provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunding to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid, as an advance will be applied towards the benefits to which the therapist would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks
- 16.05 If the Hospital requires the employee to obtain a medical certificate, the Hospital shall pay the full cost of obtaining the certificate.
- 16.06 Any dispute which may arise concerning a Radiation Therapist's entitlement to short-term or long-term benefits may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will encourage a Radiation Therapist to utilize the carrier's medical appeals process, if any, to resolve disputes.
- 16.07 Full-time and regular part-time Radiation Therapists returning to work from an illness or injury compensable under WSIB will be assigned modified work as necessary, if available.
- 16.08 The Hospital encourages all full-time employees to arrange for medical and dental appointments outside of working hours. Part-time employees shall normally arrange for such appointments on days when they are not otherwise normally scheduled to work. Where possible, employees shall provide at least one (1) week's written notice in advance of such appointments to the Supervisor or alternate.
- 16.09 In case of an absence an RT will endeavour to provide the supervisor or designate with notice by at the latest 7AM of the day for all shifts.

ARTICLE 17 – HOURS OF WORK

- 17.01 It is understood that reference to hours of work herein is not a guarantee of any hours of work per day or days of work per week with respect to any employee covered by this Agreement.
- (a) The normal daily shift for full-time employees shall be composed of seven and one half (7½) hours exclusive of a thirty (30) minute unpaid meal

period. The normal week for full-time employees shall be composed of thirty-seven and one-half (37.5) hours of work.

- (b) There shall be two (2) fifteen (15) minute paid rest periods in each normal daily tour, one during each half ($\frac{1}{2}$) tour. The employee may with approval and subject to the exigencies of patient care, combine meal and rest periods.
- (c) The regular daily shift of a full-time Radiation Therapist shall average five (5) days per week over the schedule determined by the Hospital, e.g., two hundred and twenty-five (225) hours over a six (6) week period.
- (d) If an employee is recalled to duty during their meal period, they shall be given the time not taken later in the tour or at a time mutually agreed.
- (e) The provisions applicable to employees working extended shifts are set out below:

- i) Voting Process for Scheduling Initiatives Including (but limited to) Twelve (12) Hour and Ten (10) Hour Extended Shifts

The parties agree to adhere to the following process when implementing Twelve Hour and Ten-Hour Extended Shifts, or any other agreed upon scheduling initiatives between the Hospital and Union as may be applicable.

- (A) Implementation

Scheduling initiatives will be implemented when:

- 1) The Hospital agrees to implement one of the above scheduling initiatives.
- 2) The Hospital agrees that this agreement shall not be withheld in an unreasonable or arbitrary manner.
- 3) Seventy-five percent (75%) of the full-time and regular part-time employees in the unit so indicate by a secret ballot vote conducted by the Hospital and the Union.
- 4) The Hospital agrees to conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implications of the scheduling initiative. A copy of a draft unit schedule will be provided to the employees at this meeting.
- 5) The parties agree to establish principles for conducting the vote.

- (B) Discontinuation

The scheduling initiative may be discontinued in the unit when sixty-five percent (65%) of the full-time or regular part-

time employees in the unit so indicate by secret ballot vote conducted by the Hospital and the Union on the unit, or by the Hospital for reasons of:

- 1) Effects on patient care; or
- 2) Inability to provide a workable staffing schedule; or
- 3) Where the Hospital wishes to do so for other reasons which are neither unreasonable, arbitrary or in bad faith.

When notice of discontinuation is given by either party, in writing, in the above, then:

- 1) The parties shall meet within two (2) weeks of the written notice to review the request for the discontinuation; and
- 2) Where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

ii) Scheduling for Twelve (12) Hour Extended Shifts

The hours of work for employees working twelve (12) hour extended shifts shall be averaged over a specified period of time (e.g., 225 hours in a 6-week period).

The normal daily extended shift shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift of a total of forty-five (45) minutes.

- (A) Employees will not be scheduled for more than four (4) consecutive extended shifts without the consent of the employee. Otherwise, employees shall be paid at the rate of time and one half (1½) for the fifth (5th) consecutive shift worked.
- (B) There will be no split shifts scheduled.
- (C) An employee's schedule will provide at least three (3) weekends off in every six (6) with no more than two (2) consecutive weekends scheduled in the six (6) week period.

If the Employer violates the above provision, an employee will receive premium payment at a rate of the time and one-half (1½) for all hours scheduled save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- 2) such employee has requested weekend work; or
- 3) such weekend is worked as the result of an exchange of shifts with another employee.

iii) Scheduling for Ten (10) Hour Extended Shifts

- (A) For employees working ten (10) hour shifts, they shall receive 9.375 hours paid.

The ten (10) hour period at work includes a total of thirty (30) minute paid rest period break and a thirty-seven and one-half (37½) minute unpaid meal break to be scheduled in accordance with the Hospital policy and unit guidelines.

- (B) The Hospital will provide schedules that will not require an employee to work more than four (4) consecutive shifts. Otherwise, employees shall be paid at the rate of time and one-half (1½) for the fifth (5th) consecutive shift worked.
- (C) For employees working ten (10) hour shifts, overtime shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate for all work performed in excess of the 9.375 paid hours in the daily shift.
- (D) An employee's schedule will provide at least three (3) weekends off in every six (6) with no more than two (2) consecutive weekends scheduled in the six (6) week period.

If the Employer violates the above provision, an employee will receive premium payment at a rate of time and one-half (1½) for all hours scheduled save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- 2) such employee has requested weekend work; or
- 3) such weekend is worked as the result of an exchange of shifts with another employee.

iv) Shifts Less Than 7.5 Hours

- (A) The employees working shifts less than 7.5 hours shall be entitled subject to the exigencies of patient care, to a 15-minute relief period. Employees working a shift of more than five (5) hours shall be entitled to a thirty (30) minute unpaid meal break.

- (B) Shifts of less than 7.5 hours will be kept to a minimum where operationally feasible.
- (f) If an employee is recalled to duty during their meal period, they shall be given the time not taken later in the shift or at a time mutually agreed.
- (g) Full-time and part-time employees' schedules shall be posted four (4) weeks in advance of the start date of the schedule period and will cover a six (6) week period.
- (h) The Hospital will provide the Union with at least forty-five (45) calendar days' notice prior to the implementation of any permanent change in the current hours of operation and/or days of operation of the Hospital.
- (i) Employees may not switch shifts with each other without prior approval of management or their designate. Approval shall not be unreasonably withheld; however, skill mix and operational factors to ensure high quality patient care shall be the first consideration. It is understood that such change shall not entail the Hospital paying overtime or other premium payments.

17.02 It shall be the responsibility of the full-time and part-time Radiation Therapist to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the Radiation Therapist. Where less than twenty-four (24) hours' notice is given to the Radiation Therapist, time and one-half (1½) of the Radiation Therapist's regular straight time hourly rate will be paid for all hours worked on the first shift of the Radiation Therapist's new schedule.

The notice provisions above shall not apply in circumstances where the change in posted schedule is a result of the breakdown/malfunction of a treatment unit or CT simulator where the provision of twenty-four (24) hours' notice is not possible.

17.03 Part-time Scheduling

All regular part-time employees will be scheduled according to the commitment identified below on the posted schedule as follows:

Before the Schedule is Posted

- i) All regular part-time employees in the department shall be scheduled on an equivalent basis up to their commitment of 45 hours per pay period.
- ii) Once all regular part-time employees in the department have been scheduled up to their commitment, extra shifts will then be offered to part-time employees on an equitable basis starting with the most senior employee available.
- iii) Any remaining tours after ii) above will then be offered to casual part-time employees on an equitable basis.

After the Schedule is Posted

- iv) Shifts that become available for any reason after the schedule has been posted will first be offered on the basis of seniority to regular part-time employees that have not been scheduled up to their commitment.
- v) Where all part-time employees have been given the opportunity to work up to their committed shifts, extra shifts will be offered to part-time employees on an equitable basis.

Any remaining tours after v) above will then be offered to casual employees on an equitable basis.

Casual Availability

Casuals will provide their availability in a manner prescribed by the Hospital.

17.04

Premium Payment

- (a)
 - i) If an employee is authorized to work in excess of their normal daily tour (e.g., seven and one-half (7 ½) hours per shift or 11.25 hours per shift) or thirty-seven and one-half (37½) hours per week (for 7.5-hour workers), he/she shall receive overtime payment at the rate of one and one-half (1½) times her regular straight time hourly rate of pay for time so worked. A full-time employee may request time off in lieu of overtime subject to the approval of the manager or his/her designate. Such lieu time shall be limited to a maximum accumulation of thirty-seven and one-half (37½) hours at straight time.
 - ii) Overtime shall be divided equitably amongst employees within their classification usually performing the work to be done.
- (b) A Radiation Therapist who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours pay at her or his regular straight time hourly rate. The Radiation Therapist shall be required to perform any Radiation Therapist duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.
- (c) Overtime premiums shall not be pyramided with any other premium payable under this Agreement.
- (d) A Radiation Therapist who is scheduled to work on a Saturday or a Sunday for a regular shift will receive a weekend premium of two dollars and fifty-five cents (\$2.55) for each hour worked.

Overtime on a Holiday

If an employee is required to work additional hours (on a paid holiday) following her or his full shift on that day (but not including hours on a subsequent regularly scheduled shift for such Radiation Therapists), such Radiation Therapist shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

17.05 Responsibility Pay

- (a) When the Employer temporarily assigns an employee to carry out the assigned responsibilities of a supervisory position outside the bargaining unit the employee shall receive an additional two (\$2.00) dollars per hour for each hour worked from the commencement of the assignment.
- (b) When the Employer temporarily assigns a Radiation Therapist additional responsibility to direct, supervise, or oversee work of employees within their classification, the employee shall receive an additional two (\$2.00) dollars per hour worked from the commencement of the assignment.

17.06 Call Back

Where an employee has completed their regularly scheduled shift and left the Hospital and is called in to work outside their regularly scheduled working hours, they shall receive time and one-half (1½) their regular straight time hourly rate for all hours worked with a guaranteed minimum of four (4) hours at time and one half (1 1/2) the regular straight time hourly rate calculated from the time the employee reports at work except to the extent that such four (4) hour period overlaps or extends into the employee's regularly scheduled shift. In such a case, the employee will receive time and one half their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.

An employee shall not be entitled to payment for more than one call-back within the same four (4) hour period.

Employees will submit their claims for approved call-back pay within each pay period.

Late Shift Premium

- 17.07 A radiation therapist shall be paid a shift premium of two dollars (\$2.00) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and forty cents (\$2.40) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the Radiation Therapist's straight time hourly rate. For purposes of the provision, the night shift and the evening shift each consist of 7.5 hours.

Solely for the purpose of the above, the evening tour will be 1530 to 2330 hours and night tour will be from 2330 to 0730 hours.

17.08 Standby Premium

When the Employer places an employee on standby, she/he shall be paid a standby rate of three dollars and forty cents (\$3.40) per for the time she/he spends on standby and four dollars and ninety cents (\$4.90) per hour for time spent on a paid holiday.

In the event that the employee is called into work while on standby, she/he shall be paid a call-back rate of one and one-half (1½) times her/his straight time rate with a guaranteed minimum of four (4) hours with pay at time and one-half (1½) from the time the employee begins work at the Hospital during the period of standby.

When called into work under this provision, the standby rate shall not be payable for any hours when the call-back rate is paid.

The employee shall not be entitled to a payment for more than one call-back within the same four (4) hour period from the time the employee begins work at the Hospital.

17.09 Scheduling Standby

The Hospital agrees to request for qualified volunteers to be placed on call. If there are insufficient volunteers, the Hospital will schedule the employees based on reverse order of rotating seniority. Employees who do not have a minimum of one (1) year of service with the Hospital will not be placed on call and are considered unqualified for the purposes of on call.

ARTICLE 18 – PAID HOLIDAYS

18.01 For all full-time employees, the following shall be recognized as paid holidays. Employees not required to work on these days must qualify in accordance with the terms of this Article in order to receive payment for the following holidays at their regular straight time hourly rate of pay:

New Year's Day - January 1 st	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day - December 25 th
Canada Day - July 1 st	Boxing Day - December 26 th
2 Float Days	

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

In order to qualify for pay for a holiday, a full-time employee shall complete their full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday.
- (b) vacation granted by the Hospital.
- (c) the employee's regular scheduled day off.
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.
- (e) An employee entitled to holiday pay hereunder shall not be entitled to receive sick leave pay for the same day.
- (f) An employee receiving WSIB benefits for the day of the holiday shall be entitled to the difference between the amount of the WSIB benefits and the holiday pay.

- 18.02 (a) A full-time employee who works on a paid holiday shall be paid time and one-half (1½) their regular rate of pay for hours worked and receive another day off with pay provided that they would have otherwise qualified for holiday pay in accordance with Article 18.01 had she or he not worked the holiday.
- (b) A part-time employee who works on a paid holiday shall be paid time and one-half (1 ½) their regular rate of pay for hours worked.
- 18.03 (a) When a paid holiday falls within an employee's vacation period it shall be added to their vacation or scheduled at a mutually agreeable time.
- (b) Where a holiday falls on a Radiation Therapist's scheduled day off an additional day off with pay will be scheduled.

18.04 Float Days

- (a) In addition to the above-named holidays, full-time Radiation Therapists who have completed their probationary period, shall receive two (2) float holidays per calendar year. It is understood that these float holidays are equivalent of 7.5 hours each.
- (b) Float Days will be loaded into Employee float banks on the first day of the first full pay period in January and cannot be used until the loading process for the new calendar year is completed.
- (c) Float days must be taken during the calendar year that they are given (between January and the last pay period in December) and may not be carried over into the following calendar year. Any float days not taken by eligible employees by the end of the assigned year are removed without payment.
- (d) Active employment i.e., employees hired on or after October 1st would not be eligible for float days for that year.
- (e) Staff are eligible for float days after they have completed three (3) months of employment who are absent from work when Float days are loaded into employee banks and who return to work after October 1st are not eligible for Float days for that year.
- (f) If a regular part-time or casual part-time employee transfers to a full-time position status prior to October 1st and has the equivalent of three (3) months of service, they are entitled to receive float days. If the transfer date is after October 1st, there is no entitlement to float days until the following year.
- (g) The Hospital must approve float day requests and schedules accordingly.
- (h) Outstanding floats are not paid out to terminating employees. Full-time employees who transfer to regular part-time or casual and who have not taken their floats will not receive a pay-out.
- (i) Where a Radiation Therapist is entitled to a lieu day under Article 18, such day off must be taken at a mutually agreeable time within thirty (30) days prior to or following the holiday.

- 18.05 Employees on extended shifts shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

ARTICLE 19 – VACATION

- 19.01 All full-time employees shall receive vacation with pay based on length of full-time continuous service as follows:
- (a) Subject to (b) employees who have completed less than one year of full-time continuous service shall be entitled to accrue prorated vacation at a rate of 1.25 days per month to a maximum vacation entitlement of fifteen (15) working days with pay at their regular straight time hourly rate.
 - (b) Employees with one (1) or more years of completed continuous service shall be entitled to accrue an annual vacation of three (3) weeks with pay at their regular straight time hourly rate during the vacation year.
 - (c) Employees with three (3) or more years of completed continuous service shall be entitled to accrue an annual vacation of four (4) weeks with pay at their regular straight time hourly rate during the vacation year.
 - (d) Employees with eleven (11) or more years of completed continuous service shall be entitled to accrue an annual vacation of five (5) weeks with pay at their regular straight time hourly rate during the vacation year.
 - (e) Employees with twenty (20) or more years of completed continuous service shall be entitled to accrue an annual vacation of six (6) weeks with pay at their regular straight time hourly rate during the vacation year.
 - (f) Employees with twenty-five (25) or more years of completed continuous service shall be entitled to accrue an annual vacation of seven (7) weeks with pay at their regular straight time hourly rate during the vacation year.
- 19.02
- (a) Vacation entitlement for part-time employees shall be determined on the basis of 1500 hours worked shall equal the equivalent of one year of full-time service as per Article 19.01 above.
 - (b) Vacation pay shall be paid to part-time employees on a bi-weekly basis and in lieu of vacation with pay and shall be calculated at the appropriate percentage of their regular straight time pay for the two-week period as follows:
 - i) Subject to Article 19.02 (a), employees with less than three (3) years of completed continuous service shall be entitled to six percent (6%) vacation pay.
 - ii) Subject to Article 19.02 (a), employees with three (3) or more years of completed continuous service shall be entitled to eight percent (8%) vacation pay.
 - iii) Subject to Article 19.02 (a) employees with eleven (11) or more years of completed continuous service shall be entitled to ten percent (10%) vacation pay.

- iv) Subject to Article 19.02 (a) employees with twenty (20) years of completed continuous service shall be entitled to twelve percent (12%) vacation pay.
- v) Employees with twenty-five (25) years of service or more shall be entitled to fourteen percent (14%) vacation pay.

19.03 Full-time and part-time vacation quotas will be separate.

19.04 Employees shall submit written vacation requests (based on their anticipated vacation entitlement) on or before February 15th for the following fiscal year April 1 to March 31. Employees will be notified of their approved vacation schedule by March 15th.

Vacation must be taken in a minimum of one-week calendar blocks, except for the opportunity to use 5 single days as set out below.

Such requests cannot exceed maximum of two (2) weeks in the summer period (June 1 to September 30). Additional vacation time may be granted only after all other requests for vacation during the summer period have been considered and provided the granting of such request does not prevent another employee from taking scheduled vacation or impact operational needs.

If the vacation week requested includes Christmas day, then a vacation week requested which includes New Year's will not be granted (or vice versa).

If there is a conflict in requests for one-week calendar blocks, seniority shall prevail. After all full week calendar blocks have been assigned, single days requests will be considered and where conflicts exist, seniority will prevail. Any request received after February 15th will be considered on a first come, first served basis, after the approved vacation scheduled noted above.

19.05 Employees may accrue up to one and one-half (1½) times their annual vacation entitlement. The employee and their manager will develop a plan for approved vacation in order that this maximum accrual is not exceeded. If the employee and the manager are unable to develop such a plan, the manager will schedule sufficient vacation time to reduce the accrued vacation to the maximum allowable level.

19.06 The Hospital will give consideration to an employee's request for vacation between the period December 15 and January 15, provided the employee will be fulfilling her or his commitment to work either Christmas or New Year's.

19.07 Part-time and Casual vacation pay will be paid on a bi-weekly basis

19.08 (a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period for such hospitalization shall be considered sick leave, provided such hospitalization can be verified by a medical certificate. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

(b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, which

commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered as sick leave.

- (c) Where a Radiation Therapist's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the Radiation Therapist shall be entitled to bereavement or jury and witness duty in accordance with Article 15.05 and 15.08. The portion of the employee's vacation which is deemed to be bereavement or jury and witness jury leave under the above provisions will not be counted against the employee's vacation credits.
- (d) A vacation request, which has been submitted by the employee and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the employee.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

(Article 20 applies to full-time employees only)

20.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Extended Health Care Benefits Plan, providing the balance of monthly premiums are paid by the employees through payroll deductions. In addition to the standard benefits, coverage will include hearing aids [maximum \$500/person every thirty-six (36) months and every twenty-four (24) months for dependants under age 21]; vision care maximum \$450 every 24 months.

Extended Health Care benefits includes:

- Physiotherapy: \$1,000 annual maximum per person, per benefit year
- Speech Therapy and Psychologist / Social Worker (combined): \$500 per person, per benefit year
- Paramedical services provided by registered/licensed therapists (Audiology, Dietitian, Occupational Therapy, Chiropractic, Massage, Osteopathic, Naturopathy, Acupuncture, Chiropody and Podiatry) - \$750 combined maximum per benefit year,

Reimbursement for prescribed drugs covered by the plan will be based on:

Tier 1 = 100%
 Tier 2 = 70%
 Tier 3 = 40%

- (b) The Hospital agrees to contribute 100% of the billed premium towards life insurance coverage of eligible employees in the active employ of the Hospital in the amount of Two (2) times annual salary.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under

the existing dental plan providing the balance of the monthly premiums are paid by the employees through payroll deductions.

- (d) For purposes of health and welfare benefits under Article 20.01, dependent coverage is available to the employee, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

20.02 For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the part-time employee has over 450 hours worked. Where the employee has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire.

20.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Hospital is made aware, the Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

20.04 All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

20.05 (a) The Hospital shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 20 inclusive and the Sick Leave/LTD Plan defined in Article 16. Upon request, the Hospital will make the Plans available to the Union for inspection.

- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 20 to inclusive and the LTD Plan defined in Article 16. The Hospital shall also provide the Union with a copy of all current information booklets provided to the employees.

20.06 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the employer's Employment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement. The Hospital shall indicate, annually, to the local Union how it has allocated the rebate.

ARTICLE 21 – MISCELLANEOUS

21.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union. The cost of printing the Collective agreement will be shared equally by the Employer and the local Union.

21.02 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Hospital in compliance with the Regulations. The Radiation Therapist may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

21.03 (a) Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- i) Employees shall, subject to the following, be required to be vaccinated for influenza.
- ii) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- iii) Hospitals recognize that employees have the right to refuse any required vaccination.
- iv) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she/he can use vacation credits or banked lieu time in order to keep her or his pay whole.
- v) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- vi) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- vii) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- viii) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.
- ix) The employee has the right to choose his/her personal physician in compliance with this article. The employee must provide physician proof of compliance.

21.04 Bulletin Boards

The Hospital shall provide to the Union adequate bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union. No notice will be posted without the prior consent of the Director, Radiation Therapy or designate. Such consent will not be unreasonably withheld.

21.05 Notice of Address Changes

Employees are expected to keep the Hospital informed of their address.

ARTICLE 22 – COMPENSATION22.01 WagesDOSIMETRIST

<u>April 1, 2017</u>	<u>April 1, 2018</u>	<u>April 1, 2019</u>
\$44.67	\$45.11	\$45.56

RESOURCE RADIATION THERAPIST (maintain 3% premium while in this role)

<u>April 1, 2017</u>	<u>April 1, 2018</u>	<u>April 1, 2019</u>
\$44.67	\$45.11	\$45.56

RADIATION THERAPIST

<u>April 1, 2017</u>	<u>April 1, 2018</u>	<u>April 1, 2019</u>
\$44.67	\$45.11	\$45.56

ADVANCED PRACTICE RADIATION THERAPIST

<u>April 1, 2017</u>	<u>April 1, 2018</u>	<u>April 1, 2019</u>
\$48.46	\$48.95	\$49.44

Position in Range

In keeping with past practice of the parties:

Effective April 1, 2018 – a wage increase of a maximum of 2.25% for all employees below the job rate to the extent that the Position in Range increase does not exceed the job rate.

Effective April 1, 2019 – a wage increase of a maximum of 2.25% for all employees below the job rate to the extent that the Position in Range increase does not exceed job rate.

Note: The job rate for the Radiation Therapists in both years was \$44.67 and the job rate for the Advanced Practice Radiation Therapists in both years was \$48.46

22.02 Progression on Salary Grid

- (a) Each full-time employee will be advanced from her/his present level to the next level 12 months after he/she was last advanced. Except as expressly stated in Article 12.04, if an employee's absence without pay exceeds thirty (30) continuous calendar days during such 12-month period, his/her service review date will be extended by the length of such absence in excess of the thirty (30) continuous calendar days.
- (b) Each part-time employee will be advanced from her/his present level to the next level after working 1500 hours

22.03 Rules Concerning Previous Experience

- (a) Claim for recent related clinical experience, if any, shall be made in writing by the Radiation Therapist at the time of hiring on the application for employment form or otherwise. The Radiation Therapist shall co-operate with the Hospital by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Hospital will credit a new Radiation Therapist with one (1) annual service increment for each year of experience up to the maximum of the salary grid. Adjustments will be made retroactive to date of hire.
- (b) Prior part-time related clinical experience shall be calculated on the basis of 1500 hours worked equals one year of full-time service.
- (c) If a period of more than two (2) years has elapsed since the Radiation Therapist has occupied a full-time or a part-time Radiation Therapist position, then the number of increments to be recognized and paid, if any, shall be at the discretion of the Hospital
- (d) A part-time employee whose status is altered to full-time in the same position will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.

22.04 When a new classification in the bargaining unit is established by the Hospital or the Hospital makes substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on

the relationship existing amongst other classifications within the Hospital and duties and responsibilities involved.

Any change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 23 – RETROACTIVITY

- 23.01 The effective date for retroactive purposes shall be December 18, 2017 for wages and date of ratification for all other matters except where stated otherwise.
- 23.02 Retroactivity shall be applied to present employees and to employees who have left the employment of the Employer after January 1, 2019.
- 23.03 The Employer shall write to former employees by registered mail to the last address on file with the Employer. Notification will specify that any retroactive entitlement due to employee must be responded to within 60 days from the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive benefit to these former employees.

ARTICLE 24 – DURATION

- 24.01 This agreement shall continue in effect from December 18, 2017 to March 31, 2020 and from year to year thereafter unless either party gives to the other notice in writing within the period of 90 days prior to the expiration date in any year of their desire to amend same.

Dated at Toronto, Ontario this 23rd day of November, 2020.

FOR THE EMPLOYER

Katherine Calder

Antonietta Baruzzo

FOR THE UNION

Marie Haase (LRO)

Dennis Vergal De Dios (BUP)

Michelle Lau

James Varghese

LETTER OF UNDERSTANDING

Between:

**TRILLIUM HEALTH PARTNERS – HEALTH CARE PROFESSIONALS
RADIATION THERAPY UNIT
(hereinafter referred to as “the Hospital”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as “the Association”)**

RE: JOB POSTINGS (ARTICLE 13)

The parties agree to meet to discuss a process of job-related opportunities.

Dated at Toronto, Ontario this 23rd day of November, 2020.

FOR THE EMPLOYER

FOR THE UNION

Katherine Calder

Marie Haase (LRO)

Antonietta Baruzzo

Dennis Vergal De Dios (BUP)

Michelle Lau

James Varghese