

COLLECTIVE AGREEMENT

Between:

**UNIVERSITY HEALTH NETWORK/
PRINCESS MARGARET CANCER CENTRE
Radiation Therapy Unit
(hereinafter referred to as “the Hospital”)**

And:

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

Expiry Date: December 31, 2019

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital, 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 Hospital 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 employed at The University Health Network/Princess Margaret Cancer Centre (formerly Princess Margaret Hospital) site save and except supervisors, persons above the rank of supervisor, clinical instructors 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.)
- CPR certification

Proof of current certifications that are eligible under the conditions described under the Education Premium in Article 22.02 must be presented by January 31st each year.

The Hospital will access the CMRTO online Register of Members to verify the employee's Registration Status, which must show "Active Member".

An employee whose "Registration Status" is something other than "Active Member" will be placed on non-disciplinary suspension without pay. If the employee presents evidence of certification and licensing within ninety (90) calendar days of such suspension, the employee shall be reinstated to his or her former position effective upon presenting such evidence to the Hospital. Failure to provide evidence of certification and licensing within ninety (90) calendar days of the non-disciplinary suspension will result in the employee being deemed no longer qualified and the employee shall be terminated from the employ of the hospital.

All Radiation Therapists must have CPR certification prior to commencing employment with the Hospital. Thereafter, the Hospital will reimburse the employee for recertification. It is understood that this recertification shall be scheduled during regular work hours or shall be paid the straight time hourly rate.

- 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 whom 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.
- 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:
 - (i) to replace an employee who is absent from work because of a pregnancy leave, parental leave, long term disability, education leave, pre-paid 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 one (1) year, whichever is the shorter period or,
 - (ii) 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 Hospital. 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 Hospital and shall not be subject of a grievance or arbitration.

In all cases the Hospital 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.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, demote, promote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees 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.

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

3.03 Whistle Blowing Protection

Provided an employee has followed policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegation of wrongdoing, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional responsibilities.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Hospital and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of her/his membership activities on behalf of the Union, or non-membership in the Union, or by reason of exercising her/his rights under the Collective Agreement, and that there will be no Union activity, or solicitation for membership on the Hospital's premises except

with written permission of the Hospital or as specifically provided for in this Agreement.

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 the Hospital, 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.

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

- 4.02 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 identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. *ref: Ontario Human Rights Code.*
- 4.03 The Hospital and the Association recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 4.04 In dealing with complaints, Hospitals shall ensure that the process is fair for all.
- 4.05 In dealing with physician conduct, the Hospital will be guided by recommendations from the current report of the College of Physicians and Surgeons of Ontario (CPSO). Guidebook for Managing Disruptive Physician Behaviour, which has been endorsed by the CPSO and the Ontario Hospital Association (OHA).

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 during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 - UNION SECURITY

- 6.01 The Hospital 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 Hospital of any changes therein and such notification shall be the Hospital's exclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of the Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital 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 Hospital shall provide a list of employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Union. The Hospital shall provide the information currently provided, in an electronic format.

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 The Hospital agrees that an officer of the Union or Union representative shall be allowed up to one-half (½) hour during regular working hours to interview newly hired employees, to discuss Union business, during the new employee's orientation period in her or his first week of employment. During such interview, membership forms may be provided to the employee. Such interview shall be scheduled in advance, whenever possible. Requests for additional interview time shall not be unreasonably denied.
- 6.07 The Hospital will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for Income Tax purposes, where such information is, or becomes readily available through the Hospital's payroll system.

ARTICLE 7 – REPRESENTATION AND COMMITTEES

7.01 General Provisions for Union Representatives and Committee Members

The Hospital agrees to recognize Union representatives to be elected or appointed from amongst Radiation Therapists in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. A Union representative shall suffer no loss of regular wages for regularly scheduling working hours lost due to attendance at meetings with the Hospital up to, but not including, arbitration. Union representatives will be paid for attendance at meetings with the Hospital outside regular working hours at the regular straight time hourly rate. The same applies to a committee member attending or dealing with

committee related matters. Union representatives and members of committees have their regular work to perform on behalf of the Hospital. If it is necessary for a representative or delegate 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.

7.02 Grievance Committee

There shall be a Grievance Committee of up to three (3) Union representatives. The Grievance Committee shall include the Bargaining Unit President or designate, the Grievance Chair and the Grievance Representative. When a member of the Committee is not available, they may be replaced by an alternate, appointed by the Union.

The Hospital agrees to pay a grievor for all time spent during his or her regular working hours at Step 1 and Step 2 grievance meetings. Time paid for all time spent at grievance meetings outside regular working hours shall be paid at the regular straight time hourly rate.

7.03 Negotiating Committee

The Hospital will recognize a bargaining unit Negotiating Committee of three (3) employees, included in this number shall be the Bargaining Unit President, to negotiate renewal Agreements with the Hospital.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Hospital up to, but not including, arbitration.

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 Hospital. 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, provided that prior notice has been given to the other party.

7.05

Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Hospital and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
- i) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s.25(2)(h)].
 - ii) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risks and protects employees.
 - iii) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may, in writing, agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
 - iv) When the Employer receives written recommendations from a health and safety representative, that Employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s.8(12)].
 - v) The Employer's response shall contain a timetable for implementing the recommendations the Employer agrees with and give reasons why the Employer disagrees with any of the recommendations that the Employer does not accept. [*Occupational Health and Safety Act*, s. 8(13)].
 - vi) The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s.25(1)(a)].
 - vii) The employee shall use or wear the equipment, protective devices or clothing that the Employer requires to be used or worn. [*Occupational Health and Safety Act*, s.28(1)(b)].
 - viii) The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s.28(2)(b)].

- ix) A worker who is required by his or her Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training.

Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93 – Health Care].

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

- i) Violence in the Workplace (include Verbal Abuse)

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

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

- ii) Musculoskeletal Injury Prevention

- iii) Needle Stick Injury Prevention

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

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

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

- (e) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and

Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

- ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- v) Any representative appointed or selected in accordance with (e)(i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to,

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

“A member of a Committee shall be deemed to be at work during the times described (above) and the member’s

Employer shall pay the member for those times at the member's regular or premium rate as may be proper." Ref: *Occupational Health and Safety Act, Sec.9(35)*

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.
- x) "A member of committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act, Sec. 9(36)* "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". Ref: Sec9(37)
- xi) A) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - 1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - 2) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - 3) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker". ref: *Occupational Health and Safety Act, Sec. 43(3)*.

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

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

7.06

Union Representative

There shall be up to four (4) Union representatives. If approval is obtained in advance from the Director, Radiation Therapy or designate, the Union may hold meetings on the Hospital premises.

The Hospital 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 Director, Radiation Therapy or designate at the time.

The Local Union will keep the Director, 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 Hospital 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 Director, 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. Where a Radiation Therapist attends a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.

7.07

Modified Work

The Hospital will notify the Union's Occupational Health and Safety representative of the names of all Radiation Therapists who go off work due to a work related injury or when an employee goes on LTD.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability that is expected to exceed four (4) weeks, the Hospital will notify and meet with the member and the Bargaining Unit representative and/or ONA staff representative to discuss the circumstances surrounding the employee's return to suitable work.

A union representative will be present at all return to work discussions.

Notwithstanding this provision, the Hospital will continue with the process of returning disabled employees if a union representative is unavailable.

The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

The Hospital, with the employee's consent, will inform the Association within three (3) days of any employee who has been assaulted while performing her/his work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will reimburse for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, and personal clothing as a result of being assaulted while performing her/his work.

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 is suitable to the employee's knowledge, skills and ability and that meets the employee's medical restrictions and the employee's physical abilities to perform the work, while meeting the parties' responsibilities under the law.

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.

1. Joint Accommodation Committee

- (a) A Joint Accommodation Committee (JAC) comprised of equal numbers of Association and Hospital representatives will continue to function under the existing terms of reference. The JAC will meet on a monthly basis.
- (b) The JAC will develop and recommend ongoing improvements to strategies to:
 - Develop bona fide job opportunities such as secondments. The parties will sign a Memorandum of Agreement, outlining the terms of employment, prior to the start of the secondment.
 - Integrate accommodated workers back into the workplace.
 - Educate the Hospital on the legal and moral importance of providing modified work opportunities and positions.
- (c) The Hospital will provide an updated listing of information to the JAC before each monthly meeting including:
 - All employees within the bargaining unit currently on temporary modified work.
 - All employees within the bargaining unit who were accommodated into permanent positions in the previous month.
 - All employees within the bargaining unit currently requiring either temporary/permanent placement.

- All employees within the bargaining unit currently off work, pending return to work.

And quarterly:

- All employees within the bargaining unit in receipt of WSIB benefits.
- All employees within the bargaining unit absent from work in receipt of LTD
- All employees within the bargaining unit who have been absent from work for more than 23 months, excluding those identified above.

2. Permanent Modified Work

- (a) An employee within the bargaining unit requiring permanent modified work will provide the Occupational Health Service with medical verification of accommodation requirements including information regarding any restrictions.
- (b) In the case the employee is absent from work, the employee will provide Occupational Health with her/his ability to return to work including information regarding accommodation requirements.
- (c) As soon as practical the employee will meet with the departmental manager, union representative, and the Disability Case Coordinator to examine the disabled employee's abilities and accommodation needs to ensure where best a Return to Work plan could be implemented.

In creating the Return to Work plan the following will be considered:

- In her/his original position.
- In a different position in her/his department.
- Original position with modifications to work/equipment and/or the work arrangement, not affecting the essential duties of the position.
- Any suitable position outside her/his department within the organization.

2.1 Permanent Re-employment Process

- (a) If a position outside the department is required a search for alternate suitable work will be undertaken:

The Disability Case Coordinator and Staffing Specialist will examine all vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her/his home department in accordance with (c).

- All vacancies will be reviewed to identify any positions which may be suitable and resumes forwarded for consideration.
 - All applications of the disabled employee will be given priority over other applications.
 - Should two disabled employees within the bargaining unit both be equally qualified for the position, seniority will prevail.
 - Should a disabled employee and a non-disabled employee be equally qualified, the Association will be asked to waive the posting provisions in the Collective Agreement.
- (b) All job search activities will be reviewed on a monthly basis by JAC and all placement activities identified.
- (c) When a suitable position is found, whether or not the position is inside the bargaining unit, a formal offer of employment letter will be provided, outlining the full responsibilities of the placement.
- (d) An employee within the bargaining unit requiring permanent accommodation may be temporarily accommodated in other positions until a permanent position can be secured. The active search for a permanent position will continue.
- (e) The home position of the employee within the bargaining unit requiring permanent accommodation may be posted under the following circumstances:
- The employee is permanently accommodated in another position or arrangement.
 - The weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future.
 - The employee is in receipt of LTD and it has been medically verified that she/he is permanently disabled from her/his original position.
 - The Hospital may elect to fill the position on a temporary basis.
- The filling of a permanently disabled employee's home position does not remove the Hospital's duty to accommodate that employee.
- (f) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.

3. Temporary Modified Work

- (a) An employee within the bargaining unit requiring temporary modified work will provide the Occupational Health Service with medical

verification of accommodation requirements, including expected duration.

3.1 Short Term Temporary Accommodation

If the accommodation is short term and the manager can accommodate, the JAC committee will receive a copy of the Return to Work plan, outlining the exact work restrictions and no formal meeting will be required unless requested by the employee or the Union Representative. If such a meeting is requested, it must occur within two (2) days of the Return to Work date.

3.2 Complex Accommodation

- (a) If the accommodation is long term, complex or accommodation may be necessary outside the department, a return to work meeting will be held with the manager, employee, Occupational Health, Human Resources and the Union Representative. All details related to the accommodation will be recorded in the Return to Work Plan.
- (b) The Disability Case Coordinator will be responsible for monitoring the Return to Work Plan and making adjustments as required.
- (c) The employee/union representative must bring any concerns related to the accommodation to the manager and Occupational Health's attention for resolution.
- (d) The Hospital will determine if the provision of temporary accommodation is reasonable considering the following factors: the number of accommodated employees in the department, the operational needs of the department, the safety of employees working in the department and alternative resources.
- (e) In such cases as accommodation is not reasonable, alternate placement will be sought throughout the organization and other employment initiatives utilizing the employment process as outlined in 2.1.

7.09 Radiation Therapy - Education Committee

The Hospital will recognize one (1) bargaining unit member on this committee.

7.10 Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse as defined by the *Occupational Health and Safety Act* of employees will be condoned in the workplace.

Workplace violence means:

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,

- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace harassment means:

- (a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

Workplace sexual harassment means:

- (a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the comment or conduct is known ought reasonably to be known to be unwelcome, or
- (b) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Violence Policies and Procedures

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

Notification to the Union

The Hospital will notify the Union and the Joint Health and Safety Committee (JHSC) in writing of all incidents related to workplace violence and harassment as defined by the *Occupational Health and Safety Act* within four (4) days. For critical injuries as defined by the *Occupational Health and Safety Act*, the Hospital will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in Section 5 of the health care regulation.

Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee.

Staffing levels to deal with Potential Violence

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

Training

The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis.

Support and Counselling

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

Damage to Personal Property

The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

ARTICLE 8 - 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, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

8.02 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible.

8.03 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 Hospital as having been properly presented.

8.04 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee is entitled to be represented by her/his Union representative. At the

time of suspension or discharge, the Hospital shall notify the employee of this right in advance. The Hospital also agrees, as a good labour relations practice, in most circumstances to also notify the local Association.

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.

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

8.05

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given her/his immediate supervisor the opportunity of adjusting her/his complaint. Such complaint shall be discussed with her/his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her/his immediate supervisor's decision 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 her/him, to the Manager, Radiation Therapy. 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 Manager, Radiation Therapy will deliver her/his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her/him (or any longer period which may be mutually agreed upon). Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to the Hospital Administrator or alternate who will deliver her/his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her/him

A meeting will then be held between the Hospital Administrator (or designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 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. It is further understood that the Hospital Administrator or designate may have such counsel and assistance as she or he may desire at such meeting. A decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 8.06 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 her/his designate.
- 8.07 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 Department Head 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.
- 8.08 The release 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. Such release will not be arbitrary or discriminatory. A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within nine (9) days after the date the discharge is affected.
- 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 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 8.11 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.
- 8.12 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.

- 8.13 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.14 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.
- 8.15 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employees concerned.
- 8.16 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.
- 8.17 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*. However, the parties may agree to waive or extend any of the time limits established in the grievance and arbitration procedures.
- 8.18 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the times specified.
- 8.19 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.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT & RESPONSIBILITY

- 9.01 The parties recognize that continuous professional development is of paramount importance to both Radiation Therapists and the Hospital.
- 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 Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital.

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

9.03

Education

The Hospital may, at its discretion, grant a leave of absence with or without pay to an employee for educational purposes. A request for such leave should be sent to the employee's immediate Supervisor who will also reply in writing. If the Hospital requests, and an employee agrees to take further educational course(s), the Centre will reimburse the employee concerned for any tuition and/or book costs upon successful completion of the course.

Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment at the Hospital may be granted at the discretion of the Hospital upon written application by the employee to the Hospital's Director, Radiation Therapy or designate.

A full-time or regular part-time Radiation Therapist shall be entitled to leave of absence without loss of earnings for his/her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which a Radiation Therapist is enrolled to upgrade his/her radiation therapy qualifications.

Approval must be obtained prior to enrolment. Response to a request will be timely.

9.04

The Hospital will endeavour to schedule mandatory in-service programs during a Radiation Therapist's regular working hours. When a Radiation Therapist is on duty and authorized to attend any in-service program within the Hospital and during her or his regularly scheduled working hours, the Radiation Therapist shall suffer no loss of regular pay.

When a Radiation Therapist is required by the Hospital to attend courses outside of her/his regularly scheduled working hours, she or he shall accrue seniority and service and be paid for all time spent in attendance on such courses at her/his regular straight time hourly rate of pay or the applicable premium rate.

9.05

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;
 - (i) bring the concern(s) to the immediate attention of the manager/supervisor or as soon as reasonably possible.
 - (ii) 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 complete a Professional Responsibility workload Report Form for Radiation Therapists (see Appendix A) and provide to her/his manager or designate within ten (10) calendar days of the occurrence. The manager or designate will discuss the issue(s) with the employee or group of employees on the next day that the manager (or designate) and the employee(s) are both working or within ten (10) calendar days, whichever is sooner.
- (c) The manager or designate will provide a written response on the Professional Responsibility Workload Report Form for Radiation Therapists (see Appendix A) to the employee(s) and a copy will be provided to the Bargaining Unit President within ten (10) calendar days of the discussion occurring.
- (d) Failing resolution of the workload issue at step (c), the Professional Responsibility Workload Report Form for Radiation therapists 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.
- (e) Failing resolution, the Association may forward a written report outlining the complaint and recommendations to the Director of Radiation Therapy for resolution of the issues.
- (f) Any settlement arrived at under 9.05(b-e) shall be signed by the parties.
- (g) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- (h) When meeting with the manager in any step of this process, the employee(s) may request the assistance of a Union Representative to support/assist her/him at the meeting.

9.06 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.

9.07 Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the Radiation Therapists recruited to supervise the students.

ARTICLE 10 - TECHNOLOGICAL CHANGE

- 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.

ARTICLE 11 – ACCESS TO FILES

- 11.01 (a) A copy of any completed evaluation, including PES which is to be placed in an employee's hardcopy and/or digital file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee.
- (b) 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.
- (c) No document shall be used against an employee where it has not been brought to her/his attention in a timely manner.
- (d) Notwithstanding Article 11.02, upon review of the file, should the employee believe that any counselling letter is no longer applicable, she/he may request that such documentation be removed. Such request shall not be unreasonably denied.

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 12 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 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.

- (c) An employee who transfers from part-time status to full-time status and vice versa shall not be required to serve a probationary period where she/he has previously completed one since her/his last date of hire. The number of hours worked immediately preceding the transfer shall be credited towards the probationary period if the probationary period has not yet been completed.
- (d) All part-time Radiation Therapists hired before date of certification, December 1998, will be credited with seniority from date of hire on the basis of one year seniority for each calendar year up to date of certification.

Full-time Radiation Therapists who worked part-time prior to certification will also be credited for the time of part-time work on the basis of one year for each calendar year of part-time service up to the date of certification.

12.02 A copy of the seniority list will be filed with the Union by April 1st and by September 1st of each year and shall be posted on the Union Bulletin Board.

Part-time 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 employees or temporary employee shall be calculated on the basis of 1500 hours. Part-time and temporary employees shall accrue seniority for all paid leaves, committee meetings paid by the Hospital, meetings with the Hospital, and Union leaves of absence.
- (b) An employee's full seniority and service shall be retained by the employee in the event that she/he is 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 her/his full seniority and service on the basis of 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 her/his full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- (c) It is understood that when a part-time employee's seniority and service is converted to full-time the conversion date shall not precede the employee's most recent date of hire.

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 she/he is enrolled and in which she/he is 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 thirty-five (35) weeks while a Radiation Therapist is on parental leave, and up to fifty-two (52) 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 she/he:

- (a) leaves of her/his own accord;
- (b) is 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) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work 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) fails upon being notified of a recall to signify her/his intention to return within 10 working days after she/he has received the notice of recall mailed by

registered mail to the last known address according to the records of the Hospital and fails to report to work within 15 working days after she/he has 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) If an employee transfers to a permanent position outside the bargaining unit, she or he shall retain her or his seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in this bargaining unit if available, during her or his probationary period (not to exceed six (6) months) in the position outside the bargaining unit, with no loss of seniority, service or benefits accrued to the date of departure from this bargaining unit, provided that any employees hired or promoted to her or his vacated position or subsequent resulting vacated positions in this bargaining unit may be laid off or returned to their former position(s) even though their probationary period in this bargaining unit may have passed.
- (c) An employee must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or the employee will lose all seniority held at the time of the subsequent transfer.

The Union will be provided notice prior to the commencement of the transfers mentioned above.

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.

An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her or his name,

qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

- (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 Hospital 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. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the employees selected and the anticipated duration of the vacancy, will be provided to the Union.
- (d) A part-time employee who relieves in a temporary full-time position shall not lose her or his status of part-time.

Upon completion of the temporary vacancy, such employee shall be reinstated to her or his former position unless the position has been discontinued, in which case she or he shall be able to exercise his or her 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 she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (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 her or his 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 to returning the Radiation Therapist to his or her former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied.

- (g) Where there is a vacancy under (a) above employees shall have the ability to change teams upon request. These requests will not be unreasonably denied giving consideration to skill mix and operational requirements on the teams.

If there are more requests for transfer than may be allowed requests shall be approved on the basis of seniority.

- (h) It is agreed that the Hospital has the right to develop rotating work assignments. Any of these assignments will be assigned in the following manner:
 - (i) The acceptance of the assignment by a Radiation Therapist will be on a voluntary basis.
 - (ii) A roster of those Radiation Therapists who will be considered for the assignment shall be maintained for each of the roles. Placement on these rosters will be limited to the Radiation Therapists who have achieved the requirements set by the Hospital. These requirements shall not be changed by the Hospital without consultation with the Bargaining Unit President and Labour Management Committee members.
 - (iii) The initial rosters will contain the names of the Radiation Therapists who hold the above-mentioned requirements and who have expressed an interest in assuming the assignment at the time of the development of these initial rosters. The Radiation Therapists will be included on these initial rosters on the basis of seniority, the most senior being the first name on each roster.
 - (iv) Addition of Radiation Therapists to the rosters shall occur on the first work day of each month. These Radiation Therapists will have achieved the requirements set by the Hospital the preceding month and will have expressed an interest in assuming one of the particular roles.
 - (v) If more than one Radiation Therapist's name is added to the rosters at this time each month, the names will be added to the roster in order of seniority, most senior first.
 - (vi) The provisions for the addition of names to the roster referred to in (ii) through (v) above shall apply to each role specific roster.
 - (vii) Assignments shall be for not longer than one (1) year. The Union shall be advised of the length of each assignment. Replacement for time off will be assigned by the Hospital to qualified employees on the basis of seniority on the treatment unit/work area.
 - (viii) Radiation Therapists will be offered the roles referred to herein on a rotational basis commencing with the first name on the rosters. In the event a Radiation Therapist declines the offer the next Radiation Therapist on the roster will be offered the role and the other

Radiation Therapist's name shall remain at the top of the roster and shall therefore be the first person considered for the next offered role.

- (ix) The Bargaining Unit President shall be advised each time the term referred to in (vii) above has expired and subsequently advised of the name of each Radiation Therapist assigned to the role under (viii) above.

The Bargaining Unit President will also be advised of any newly created role to which incumbents are chosen using the process outlined in this provision.

- (x) Once a Radiation Therapist has fulfilled their one (1) year term and the Radiation Therapist indicates an interest in performing the role again their name will be placed on the applicable roster as the last name of the roster as it exists at the end of the assignment. Any additional names added to the roster will be added following the name of this Radiation Therapist. In circumstances where there are no Radiation Therapists who express interest in assuming a role the Radiation Therapist who has just completed the term shall be provided with the opportunity for a repeat term.
- (xi) Any reference to roster in this agreement shall be interpreted to mean the roster that is applicable to the particular role.

Note: The parties agree that individuals in permanent positions in effect as of the date of ratification or award of this agreement will not be subject to the rotational work assignment language above.

- (i) The parties recognize that there are job related opportunities that arise from time to time. In these circumstances employees will be requested to submit an Expression of Interest for the opportunity.

Radiation Therapists will be selected on the basis of their existing skills, ability, experience, and qualifications. Where these factors are relatively equal seniority shall be the governing factor.

- (j) Site Leader

1. The parties agree that there are Site Leader opportunities that arise from time to time. The Hospital will notify Radiation Therapists when each opportunity arises. For these circumstances, Radiation Therapists will be required to submit an Expression of Interest.
2. Assignments shall be for a maximum of two (2) years and that the term for the same Radiation Therapists is renewable for an additional two (2) years if the current incumbent wants to stay. At the time of renewal, the current incumbent has the right of first refusal.

3. In circumstances where there are no Radiation Therapists who express an interest in assuming a Site Leader role, the Radiation Therapist who has just complete the term shall be provided with the opportunity for a repeat term.
4. An updated list of the Site Leader and term will be posted on the Intranet.
5. The Radiation Therapist will be subject to the selection process. That is, the employee shall be selected for these opportunities 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 for the opportunity.
6. The qualifications and requirements will be set by the Hospital. These requirements and qualifications shall not be changed by the Hospital without consultation with the Bargaining Unit and Labour Management Committee members.
7. The Radiation Therapist will be given six (6) month trial period to demonstrate their ability to perform Site Leader responsibilities to the satisfaction of the Hospital. Should the Radiation Therapist be unsuccessful in the above mentioned trial period, the Hospital will request a meeting with the Radiation Therapist and the Union to discuss any areas of concern. The Hospital will give the Radiation Therapist a reasonable period of time to address the issues identified by the Hospital. If there is no improvement the Hospital will attempt during the six (6) months in a Site Leader role, to return the Radiation Therapist to her or his former position.
8. Where the incumbent voluntarily decides to discontinue this assignment, she or he will be returned to her/his former position at a mutually agreed upon date. This request will not be unreasonably denied.

13.02 The Hospital shall not be required to post a vacancy where a position has been posted and a successful applicant has been chosen and subsequently becomes vacant as a result of the trial period Article 13.01(e) above, a new posting need not be completed but the previous applicants will be considered.

ARTICLE 14 – JOB SECURITY

- 14.01
- (a) In the event of lay-off, the hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability and are qualified to perform the work.
 - (b) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former full-time position for a period of six (6) months from the date of her or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions shall not apply.

- (c) No employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Hospital of her/his intention to return to work within ten (10) 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 fifteen (15) working days after being notified.

The notification shall state the date and time at which the employee shall report for work. The employee is solely responsible for her/his proper address being on record with the Hospital.

- (e) 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.
- (f) No full-time employee within the bargaining unit shall be laid-off by reason of his/her duties being assigned to one or more part-time employees.
- (g) 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.
- (h) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.
- (i) No reduction in the hours of work as defined under Article 17 shall take place to prevent or reduce impact of a layoff without the consent of the Union.

14.02

In the event of a proposed lay-off at the Hospital of a permanent or long term nature affecting full-time and/or regular part-time employees or the elimination of a position, the Hospital will:

- (a) provide the Union with no less than five (5) months written notice of such lay-off or elimination.

- (b) provide employees with no less than four (4) months written notice of such lay-off.
- (c) meet with the Union within fourteen (14) days of the notice of lay-off or elimination being provided to the union to review:
 - (i) the reasons causing the lay-off,
 - (ii) the service which the Hospital will undertake after the lay-off,
 - (iii) the method of implementation including the areas of cutback and the employees to be laid off.

In the event of a proposed lay-off at the Hospital, which is not of a permanent or long term nature or a cutback in service which results in displacement of staff, the Hospital will provide the Union with reasonable notice but not less than fourteen (14) days' notice of the proposed lay-off. The Hospital will meet with the Union to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. An individual Radiation Therapist is entitled to Union representation.

14.03

(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 in the normal hours of work or reduction of benefits to employees in the bargaining unit.

It is agreed that Radiation Therapists in non-union positions may work up to 20% clinically, performing the same work as the bargaining unit employees, in order to maintain their clinical skills. It is understood that the non-union employees will be assigned to the department in a supernumerary capacity except to the extent that a bargaining unit employee may be given the opportunity to attend educational sessions etc. For clarity, there will be no reduction of bargaining unit hours as a result and it is understood that the non-union employees will in no way be used to replace, take work away, or otherwise assume duties that would normally be assigned to bargaining unit employees for which bargaining unit employees are available, including those available at premium rates of pay.

(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 employees follows. Contracting out to an employer 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.

14.04 To minimize the adverse impact of integration on employees, the parties agree that a standardized approach to Human Resources Adjustment Planning should be used, including the development of provincial standards or principles.

For the purpose of this Article, the parties agree that 'integrate', 'integration' and 'health service provider' have the same meaning as defined by the *Local Health System Integration Act*. Throughout this agreement, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a health service integration or rationalization with another service provided, the Hospital and the Union agree to be guided by the following principles:

- (a) the Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit relating to the rationalization or integration of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization or integration forthwith after a decision to rationalization or integrate is taken;
- (d) As soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Hospital shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as a result of the rationalization or integration.
- (e) If services in the Hospital are to be reduced, transferred or eliminated as the result of rationalization or integration, or if the employment of employees is otherwise to be affected, the Hospital shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) If a rationalization or integration is anticipated to result in a loss of employment for employees at another services provider by reason of the establishment of a new unit or the enlargement or extension of services at the hospital:
 - i) in the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 13.01 has been complied with, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;

- ii) when the integration or rationalization takes place, and when employees formerly employed by the other service provider or providers involved are transferred to the Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization or integration, no employee who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the service provider at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be maintained;
 - iii) Employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the Collective Agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
 - iv) Hours of work shall be those of the Hospital;
 - v) An employee who has been transferred to the Hospital and who has not completed her or his probationary period at the service provider where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Hospital.
- (g) If an integration or rationalization is anticipated to result in the creation of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:
- i) Notice of positions at the other service provider shall be posted at the Hospital for a period of seven (7) consecutive calendar days. Employees in this bargaining unit and employees in other ONA bargaining units at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein.
 - ii) Employees shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to

perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy, to return the employee to her or his former job, and the filling of the subsequent vacancies will likewise be reversed.

- (h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights under the *Labour Relations Act, 1995*, the *Local Health System Integration Act* or the *Public Sector Labour Relations Transition Act, 1997*, as may be amended from time to time.

14.05

- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives and integrations, provided that in the case of integrations, this Article will apply only to a hospital which is also bound by this Collective Agreement as well as the Local Human Resources Plan. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long-term layoff pursuant to Article 14.02(b), and following notice pursuant to Article 14.02(a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
 - i) The Hospital will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
 - ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
 - iii) The number of early retirements the Hospital 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.

- (c) Where an employee has received individual notice of long term layoff under Article 14.02, 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, she or he 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, she or he 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.

14.06 The Hospital and the Union will utilize the service of such labour adjustment service provider as the local parties may agree upon for purposes of a jobs registry and for counselling, adjustment, training and development services.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 The Director, Radiation Therapy or alternate may grant a request for unpaid leave of absence for personal reasons or for the purposes of furthering professional career development to employees who have been employed for at least one (1) year provided that she/he receives such request in writing at least thirty (30) calendar days in advance, except in cases of emergencies and provided that such leave may be arranged with undue inconvenience to the normal operations of the Hospital. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

15.02 Union Leave

Leave of absence for Union business shall be given with pay up to an aggregate maximum for all employees of eighty-five (85) days per calendar year provided such leave does not interfere with a continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) Not more than three (3) employees will be granted leave at the same time.

It is understood that for the purposes of bargaining unit leadership meetings six (6) employees will be granted leave at one time provided the request is submitted prior to the end of January of each year.

- (b) A request 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 applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the local Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee. The Hospital will bill the 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 one (1) calendar week of receipt of the request.

15.03 Leave for Bargaining Unit President

The Hospital will pay full salary to the Bargaining Unit President for eleven and one quarter (11.25) hours per week, mutually agreed upon by both parties. This time will not be used for arbitrations, union conventions and Labour Board Hearings. It will be used for conducting union business with the Hospital.

Union Leave will be provided to the Local Coordinator. This leave will not be part of the cumulative total for union leave under 15.02 above.

15.04 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.

15.05 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 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.

Where Union leave has been granted for an arbitration which is cancelled, the Union shall, unless otherwise agreed, provide the Hospital with at least four (4) hours' notice that they wish the leave cancelled, failing which such leave shall go forward.

15.06

Bereavement Leave

A full-time employee and regularly scheduled part-time employee who notifies her/his immediate supervisor as soon as possible following her/his bereavement shall be granted up to four (4) consecutive calendar days off with pay for those days which the employee would have otherwise worked to attend the funeral or a memorial service (or equivalent) and to mourn the death of an immediate family member.

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. Bereavement leave with pay shall also apply when there is a death in the immediate family as defined above, of an employee's spouse, including common-law and step relationships

An employee 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 her or his aunt, uncle, niece or nephew.

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.

Where an employee does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay. At the sole discretion of the Hospital, additional leave of absence, with or without pay, may be granted for necessary travel time to attend the funeral.

For the purposes of this provision, common-law spouse is a spouse as defined under the Family Law Act.

For the purpose of this provision, same-sex partner is defined as the person:

- (a) who has lived with the employee continuously for at least one (1) year, or in a relationship of some permanence analogous to a common-law relationship if they are the natural or adoptive parents of a child; and
- (b) who is a same sex spouse or partner as defined by the *Ontario Human Rights Code*.
- (c) it is understood that individuals who share accommodation in a traditional "roommate" style shall not be considered as the same-sex partner.

Part-time employees will be credited with seniority and service for all such leave provided the leave falls on their regularly scheduled shift.

15.07 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 Hospital the full amount of compensation received, excluding amounts paid as meal or travel expenses.

15.08 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A Radiation Therapist 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 Radiation Therapist 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 Radiation Therapist 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 Radiation Therapist shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Radiation Therapists newly hired to replace Radiation Therapists 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 Radiation Therapist shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

- (e) The Hospital may request a Radiation Therapist 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.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a Radiation Therapist 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. The benefit will be equivalent to the difference between 84% of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the Radiation Therapist'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 Radiation Therapist's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to 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 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 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 Hospital 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.

15.09

Parental Leave

- (a) A Radiation Therapist 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) A Radiation Therapist who has taken a pregnancy leave under Article 15.08 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. A Radiation Therapist who is eligible for a parental leave, in accordance with the Employment Standards Act, 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 Radiation Therapist 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 Radiation Therapist finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The Radiation Therapist shall be reinstated to her or his former position, unless that position has been discontinued, in which case the Radiation Therapist shall be given a comparable job.
- (d) Radiation Therapists newly hired to replace Radiation Therapists 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 Radiation Therapist shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

The Hospital will outline to Radiation Therapists 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, a Radiation Therapist 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 84% of her or his weekly earnings and any other earnings. Biweekly payment shall commence following the completion of the one (1) week period Employment Insurance waiting period, and receipt by the Hospital of the Radiation Therapist's cheque stub as proof that she/he is in receipt of Employment Insurance parental benefits and shall continue while the Radiation Therapist is in receipt of such benefits for a maximum period of twelve (12) weeks. The Radiation Therapist'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 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 Hospital shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for that portion of the parental leave for which SUB payments are being made, i.e. twelve (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 that 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*.

15.10

Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, or as an alternative to spread two (2) years of salary over a two and one-half (2½) years to allow the employee to take a leave of absence following the salary deferral.

This leave plan must be in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable the employee to take the leave of absence described below

It is agreed that the leave of absence will be for not less than a six (6) month period and will not be longer than one (1) year.

- (b) The employee must make written application to the Director, Radiation Therapy at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Only two (2) employees may be allowed off at any one time.
- (d) Written application will be reviewed by the Director, Radiation Therapy. All applications for leaves will be granted on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to receive the disability income benefits during the year of the leave.
- (i) An employee may withdraw from the Plan at any time with the provision of a written notice to the Hospital, notice will be provided at least three (3) months in advance of the expected Plan termination.

All deferred salary plus accrued interest, if any, will be returned to the employee within one (1) month of the termination of the salary deferral.

- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee with their final pay cheque. In case of the employee's death, the funds will be paid to the employee's estate or designated beneficiary.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The leave may be postponed no later than six (6) years from the date the salary deferrals for the leave of absence commenced. The Hospital will give the employee as much notice as is reasonably possible.
- (l) The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her or him within a reasonable period of time.
- (m) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.
 - (iv) The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

15.11

A Radiation Therapist who is elected or appointed to a position at the College of Medical Radiation Technologists of Ontario or the CAMRT (Canadian Association of Medical Radiation Technologists/OAMRT (Ontario Association of Medical Radiation Technologists)) will be granted paid leave of absence to attend regularly scheduled meetings at the College or with the CAMRT/OAMRT, provided such leave does not interfere with the continuance of efficient operation of the Hospital. Such leave will be subject to the following conditions:

- (a) No more than two (2) employees at the same time.
- (b) Requests must be made at least two (2) weeks in advance of meetings.
- (c) If College reimburses/pays the employees for the meeting time, such monies will be paid back to the Hospital.

15.12 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 to the date of such return.

15.13 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.

15.14 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (b) An employee who is on Family Medical leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in a employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to his/her former duties, on the same shifts in the same department, and at the same rate of pay.

15.15 Domestic or Sexual Violence leave will be granted in accordance with the *Employment Standards Act*.

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 1980 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.

The Union may file a grievance on the Radiation Therapist's behalf, but the arbitration hearing of the grievance will not occur until the determination of the Radiation Therapist's appeal, or within 90 days of the filing of the appeal, whichever is sooner. Any delay occasioned by the appeal will not count against the timeliness of the grievance, nor against the time limit in section 49 of the *Labour Relations Act, 1995*. For the reason, the time limit for referring such a grievance to arbitration will be extended for up to thirty-six (36) calendar days after the result is known to the Union.

- 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.
- 16.10 Days of absence arising out of a medically established serious chronic condition, an ongoing course treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through the steps of an attendance management program.

ARTICLE 17 – HOURS OF WORK

- 17.01 It is understood that the 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 (7 ½) hours exclusive of a 30 minute unpaid meal period. The normal week for full-time employees shall be composed of 37.5 hours of work.
 - (b) There shall be two fifteen (15) minute paid rest periods in each normal daily shift, one during each half (1/2) tour. The employee may, subject to the exigencies of patient care, combine meal and rest periods.
 - (c) If an employee is recalled to duty during her/his meal period, she/he shall be given the time not taken later in the shift or at a time mutually agreed.
 - (d) The Hospital will provide the Union with at least forty-five (45) calendar days' notice prior to the implementation of any permanent change or planned temporary changes in the current hours of operation and/or days of operation.

The Hospital will meet with the Union within fifteen (15) days of the notice being provided to the Union to discuss the time frames, the units and the members affected by the permanent or planned temporary changes in the hours of operation.

- (e) There shall be no split shifts without the consent of the employees concerned.

17.02

- (a) Full-time and part-time employees' schedules shall be posted two (2) weeks in advance of the start date of the schedule period and will cover a two (2) week period.
- (b)
 - (i) Where an employee is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then she/he will be paid for a full shift provided that she/he works until the normal completion of the shift.
 - (ii) When an employee has been called into work for a regular shift within the period of one-half hour following the normal commencement of the shift, and arrives within one hour of being called, then the employee shall be paid for a full shift provided that she/he works until the normal completion of the shift.
- (c) 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 thirty-six (36) hours' notice is given personally 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 thirty-six (36) hours' notice is not possible.

17.03

Premium Payment

- (a) If a Radiation Therapist is authorized to work in excess of seven and one-half (7 ½) hours per shift or thirty-seven and one-half (37 ½) hours per week, she/he shall receive overtime payment at the rate of one and one-half (1 ½) times her/his regular straight time hourly rate of pay for time so worked. An employee may request time off in lieu of overtime to be taken at a mutually agreeable time within one hundred and twenty (120) calendar days of the day being earned. Failing mutual agreement after the above noted time period, the lieu time will be paid to the Radiation Therapist. Such lieu time shall be limited to a maximum accumulation of thirty-seven and one-half (37 ½) hours. The lieu time shall be calculated one and one-half time (1 ½) for each hour worked.

All banked hours must be taken by March 31st of each year. Any remaining banked overtime hours that have not been taken by March 31st will be paid out.

If the Radiation Therapist 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. If a Radiation Therapist is required to work on a paid holiday that was scheduled as a day off the Radiation Therapist will receive two (2) times her or his regular straight time hourly rate for all hours worked that day.

- (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.

17.04 Responsibility Pay

- (a) When the Hospital 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 Hospital temporarily assigns a Radiation Therapist additional responsibility to direct, supervise, or oversee work of employees within her/his classification, the employee shall receive an additional two (\$2.00) dollars per hour worked from the commencement of the assignment.
- (c) If an employee is required to work under conditions as described in 17.04 (a) for greater than six (6) months, they will be paid \$3.20/hour on top of the regular hourly rate.
- (d) If an employee is required to work under conditions as described in 17.04 (b) for greater than six (6) months, they will be paid \$2.40/hour on top of the regular hourly rate.
- (e) This premium will be applied to all hours paid, inclusive of vacation and sick time, which occur during the temporary assignment.
- (f) Site Leaders will be paid a premium of seventy (\$70.00) dollars bi-weekly. Site Leaders shall not be paid this premium when performing the role of Team Coordinator, Reference Therapist or Clinical Specialist Radiation Therapist.

17.05 Call Back

Where an employee has completed her/his regularly scheduled shift and left the Hospital and is called in to work outside her/his regularly scheduled working hours, she/he shall receive time and one half (1 1/2) her/his 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 his or her regular straight time hourly rate for actual hours worked up to the commencement of his or her 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.

17.06 Shift Premium

For the purpose of shift premium, the day shift is defined as the hours of 0730 to 1930.

An employee shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) for each hour of regular shift which fall between 1930 and 0730 hours.

The parties agree that in the event a night shift is instituted the parties will meet to negotiate the appropriate night premium.

17.07 Meal Tickets

The Hospital will provide a meal ticket worth nine \$9.00 dollars to a Radiation Therapist working overtime two (2) hours beyond her or his regularly scheduled shift. The meal ticket amount will be added to the Radiation Therapist's next regular pay.

17.08 Security Escort

Radiation Therapists reporting to and departing from work at the Hospital between the hours of 2300 and 0700 shall, if they so request, be provided with a security escort to and from their car parked within the vicinity of the Hospital.

17.09 Stand-by Premium

When the Hospital places an employee on standby, she/he shall be paid a standby rate of three dollars and forty-five cents (\$3.45) per hour for the time she/he spends on standby and five dollars and five cents (\$5.05) 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 (1 1/2) times her/his straight time rate with a guaranteed minimum of four (4) hours with pay at time and one-half (1 1/2) from the time she/he leaves home until she/he returns home.

In the event that the call-back from standby does not require the Radiation Therapist to return to the Hospital but rather respond by telephone, she/he shall be paid at time and one half (1 1/2) her/his regular straight time hourly rate for the

actual time of the call(s) to the next increment of thirty (30) minutes. It is understood that this half hour compensation will be considered compensation for all subsequent calls within that half hour.

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 left her/his home.

17.10

Scheduling Stand-By

The Hospital agrees that stand-by will be distributed on an equitable basis among the Radiation Therapists who fulfil the following criteria:

1. Employees will be invited to indicate their interest and availability.
2. 1 year minimum experience as a Radiation Therapist at Princess Margaret Cancer Centre.
3. Attests to the required on-call competencies.
4. If insufficient numbers of Radiation Therapist volunteers, stand-by will be assigned to the most junior qualified Radiation Therapist.

(a) An employee who is called in to work and after completing a regularly scheduled day shift, and

(i) works to 11:30 p.m. or beyond, and

(ii) is scheduled for the next day shift,

will be permitted leave with pay for that part of his/her next day shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.

(b) Should the Radiation Therapist not wish to work the remaining hours in the shift referred to in clause 4(a), and those hours are 2.5 hours or less, she/he shall be granted time off without pay. In the event that there are 2.5 or more hours remaining, the Radiation Therapist may be granted time off without pay by the Hospital. A Radiation Therapist who is granted time off without pay will have access to lieu time or vacation time to cover the period of time off without pay. The use of either lieu time or vacation time must be made known to the Hospital at the time or via e-mail within forty-eight (48) hours of the shift being completed otherwise the leave will remain as without pay.

17.11

When a Radiation Therapist is required to travel to the Hospital or return home as a result of reporting to or off work between the hours of 2400 – 0600 hours, or while on standby, the Hospital will pay transportation costs either by taxi or by own vehicle at the rate of \$0.35 per kilometre to a maximum of \$35.00 or such greater amount as the Hospital may in its discretion determine for each trip between the

aforementioned hours. The Radiation Therapist will provide satisfactory proof of payment of such taxi fare.

The Hospital will provide value cards or equivalent for employees on call, to be used outside the regular hours for the purposes of call back. The value card must be returned to the administrative office at the end of the on call period.

17.12 Individual Special Circumstance Arrangements

The Hospital and the union may agree in certain circumstances, the schedule of an individual full-time employee may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Hospital and the Union. The employee will retain full-time status, including but not limited to seniority and service. There shall be no proration of Extended Health Care, Semi-Private or Dental Benefits.
- (c) The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by the employee and/or the Hospital under this provision. The employee will retain full-time status.
- (d) Any party may discontinue the special circumstance arrangement with at least ninety (90) days' notice or as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

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 her/his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital 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 (1 ½) her or his regular rate of pay for hours worked and receive another day off with pay provided that she or he would have otherwise qualified for holiday pay in accordance with Article 18.02 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) her or his 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 her/his 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.

ARTICLE 19 – VACATIONS

- 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 1.67 days per month to a maximum vacation entitlement of twenty (20) 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 four (4) weeks with pay at their regular straight time hourly rate during the vacation year.

- (c) 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.
- (d) 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.
- (e) Employees with twenty-five (25) years of 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.

Employees who have supplemental vacation days (additional five (5) vacation days after thirty (30) years of continuous service and additional 5 vacation days after 35 years of continuous service) which was previously earned prior to the effective date of the seven (7) weeks of vacation entitlement effective January 1, 2009 shall be entitled to utilize their remaining supplemental vacation, if any.

Note: Full-time employees entitled to supplementary vacation will request such vacation as per Article 19.04. Unused supplementary vacation will be carried over to the following vacation year(s).

- (f) The supplementary vacation referred to in 19.01 (e), shall be applicable to part time employees as follows:

A part time employee who has completed 45,000 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

A part time employee who has completed 52,500 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

- 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 one (1) or more years of completed continuous service but less than eleven (11) years of completed continuous service shall be entitled to eight (8%) percent vacation pay.
 - ii) Subject to Article 19.02 (a), employees with eleven (11) or more years of completed continuous service shall be entitled to ten (10%) percent vacation pay.

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

19.03 Where an employee is absent from work without pay, in excess of thirty (30) continuous calendar days, her/his vacation entitlement for that year will be reduced in proportion to the period of the absence except as provided by Article 12.04.

- 19.04
- (a) Vacation request will be granted based on seniority with consideration being given to the efficient operation of the department. All employees will be entitled to schedule their annual vacation allotment minus one (1) week during the first round of vacation bookings. All remaining vacation, carry-over vacation from the previous year, lieu time and float days will be booked by seniority in the second round of vacation bookings. The Hospital retains the right to set vacation quotas within defined operational groups or areas that will not be unduly restrictive.
 - (b) A vacation schedule will be posted from October 1st to October 15th of each year so that employees may indicate their vacation request for the period January 1st to December 31st the following year. Seniority shall only apply in selection of preference made known during the period October 1st to October 15th.
 - (c) All approved vacation time submitted as per Article 19.04 (b) will be posted using the electronic scheduling system by November 15th for any vacation scheduled for the vacation period of January 1st to December 31st of the following year. For employees that are not able to access the electronic scheduling system, the manager and/or designate shall provide an electronic copy via email.
 - (d) All remaining vacation shall be submitted using the electronic scheduling system after December 15th to the employee's immediate Supervisor or designate. The requested vacation will be granted on a first requested, (by date) first approved basis. Whenever possible the electronic scheduling system requests for vacation will be provided at least one (1) month in advance of the requested time, and the Hospital will provide a response to the request using the electronic scheduling system, within two (2) weeks of the request being received. For employees that are not able to access the electronic scheduling system, vacation requests and management responses will be made via email.

19.05 All vacation accrued by December 31st of one year must be taken by no later than December 31st of the following year subject to (d) below.

- (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 an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, provided such illness can be verified by a medical certificate.
- (d) An employee shall be permitted to carry up to two (2) weeks of vacation to the next year providing all vacation approved for carryover is taken by April 1st of the next year unless the employee is on an approved Leave of Absence.

Notwithstanding the above, under special circumstances, the Hospital may agree to have the carryover vacation extend beyond April 1st. Requests for carryover extension will not be unreasonably denied.

19.06 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 15.06. The portion of the employee's vacation which is deemed to be bereavement or jury and witness duty leave under the above provisions will not be counted against the employee's vacation credits.

19.07 Initial vacation bookings scheduled pursuant to Article 19.04 (b) must be taken in full week allotments. Once the initial bookings are completed single vacation days or multiples thereof may be taken.

19.08 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. Upon request of the Manager, an employee who agrees to work during their scheduled vacation shall be paid at the rate of time and one half (1 ½) times their regular rate of pay for all hours worked.

A Radiation Therapist will endeavour to provide a minimum of five (5) weeks notice using the electronic scheduling system to her/his manager if she/he wishes to cancel her/his scheduled vacation. Approval of a cancellation request will be determined by the Hospital and will not be withheld unreasonably. For employees that are not able to access the electronic scheduling system, the employee shall email her/his manager and/or designate.

ARTICLE 20 – HEALTH BENEFITS

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) Semi-Private Hospitalization Insurance

The Hospital agrees to contribute one hundred (100%) percent of the billed premium for semi-private hospitalization insurance for each full-time eligible employee in the employ of the Hospital.

(b) Group Life Insurance

All eligible full-time employees may sign up for Group Life Insurance in accordance with the terms and conditions of the Plan, which shall provide at least coverage in the amount of double the annual salary of the employee. The Hospital agrees to pay 100% of the billed premium. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.

(c) Optional Life Insurance

The Hospital will make available an Optional Life Insurance plan to employees, at no cost to the Hospital.

(d) Extended Health Care

The Hospital agrees to contribute on behalf of each full-time eligible employee 100% of the billed premium under the Clarica Health Care plan dated April 1, 1995, or a comparable coverage with another carrier; (fifteen dollars single and twenty-five dollars family deductible). The plan to include drug Formulary 3 coverage; \$450.00 per 24 months for vision care with ability to use coverage for laser surgery and \$700.00 for hearing aids every thirty-six (36) months.

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Private duty nursing in the home or in the hospital to a maximum of \$100,000. lifetime

Out of country coverage to a maximum of \$1,000,000. lifetime.

Maximum of up to \$400.00 per year for up to two (2) pair of prescription orthotic footwear or devices. The \$400.00 per year includes the \$200.00 reimbursement for footwear per year.

Coverage of a dependant spouse continues as long as the employee is actively employed, no matter the age of the dependant spouse.

Coverage for Chiropractor, Acupuncturist, Christian Science Practitioner, Naturopath, Massage Therapist, Osteopath and Podiatrist to a maximum of \$800.00 per year for all practitioners combined.

Unlimited physiotherapy coverage.

Effective January 1, 2018 coverage provided for mental health services by a psychologist, registered psychotherapist or social worker (MSW) for a total of \$600.00 annually.

Effective January 1, 2019 increase coverage from \$600.00 to \$800.00 annually.

(e) Dental Plan

Full-time eligible employees shall be entitled to participate in the Group Dental Plan (Clarica, dated April 1, 1995 or equivalent plan). Plan to include current ODA fee schedule and 6 month dental recall for adults and orthodontics coverage at 50% co-insurance with a \$2000.00 lifetime maximum per insured. Effective January 1, 2019, coverage for crowns, bridges, implants and dentures at 50% co-insurance to a combined lifetime maximum of \$3000.00. Hospital shall contribute 75% of the billed premiums towards coverage of eligible participating employees under the Plan and such employees shall pay the remaining premium through payroll deduction.

(f) Pension Plan

All eligible employees may participate in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the terms and conditions of such Plans.

(g) Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits, and dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

20.02 The Hospital, may, at any time substitute another carrier for any Plan provided that the benefits conferred thereunder are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Union. The Hospital will provide the Union with a summary document outlining the difference, if any, between the levels of benefits provided by the existing and new carrier plans.

20.03 The Hospital will provide the Union and each employee with information booklets outlining all of the benefit plans defined in this Article. The Hospital will provide the Union with copies of the master agreements upon request.

The benefit coverage for dependent children will be provided up to age twenty-five (25) if the child is enrolled as a full-time student. Proof of the child/children enrolment in school, will be provided to the Hospital in September each year.

Failure to provide proof of enrolment will result in the child/children been withdrawn from the benefit coverage.

20.04

Health Care Benefits For Part-time Employees

- (a) Part-time employees are eligible to participate in the Hospital's benefit plans for part-time employees indicated below:
 - (i) Extended Health Care – Clarica Plan dated April 1, 1995 or comparable coverage, with amendments as per Article 20.01 (d).
 - (ii) Semi Private Hospitalization
 - (iii) Dental Plan, Clarica Plan dated April 1, 1995 or comparable coverage with amendments as per Article 20.01 (e).
 - (iv) Group Life Insurance
 - (v) Optional Life Insurance (100% employee paid)
 - (vi) Current stat holiday practice (i.e.; paid if scheduled)

The Hospital will contribute 70% of the billed premium. The employee will pay the 30% through payroll deduction.

- (b) Part-time employees who opt out of (a) above will be paid 13% of their regular hourly rate in lieu of benefits. It is understood and agreed that holiday pay and pension are included in the percentage in lieu of benefits. Part-time employees who are part of the pension plan, the percentage in lieu of benefits is 9%.

20.05

- (a) i) The Hospital will provide to all employees who retire on or after January 1, 2005 and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended healthcare and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Hospital one hundred (100%) percent of the monthly premiums in advance. Coverage will cease when the retiree turns sixty-five (65) years old.

(Clarity Note: 20.05 (a) i) above does not apply to employees who retire on or after January 1, 2011).

- ii) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after January 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Hospital the full amount of the monthly premium, in advance.

- (b) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after January 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Hospital their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

The Hospital will contact employees who retired between January 1, 2011 and the effective date of this agreement at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to (b) above.

Such employees will have a period of 60 days from the date of the notice to claim such entitlement and, if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned.

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 Hospital and the local Union.
- 21.02 The Hospital agrees to continue to provide and launder lab coats in the mold room and scrubs in the OR.
- 21.03 The Union Representatives will be allowed to use the E-Mail system for communicating Union business to bargaining unit members. Such use will comply with the UHN policies and procedures on the appropriate use of E-Mail.
- 21.04 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.
- 21.05 (a) Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- (b) 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.

21.06 Prior to effecting any changes in rules or policies which affect Radiation Therapists covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.

21.07 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.

21.08 Notice of Address Changes

- (a) Employees are required to provide the Hospital with their most current address and to update their address on the Hospital's Employee Self Service Portal.
- (b) Employees are expected to keep the Hospital informed of their address.

ARTICLE 22 - COMPENSATION

22.01 Radiation Therapists shall be compensated for their services in accordance with Schedule "A" which is attached and forms part of this Collective Agreement.

Effective January 1, 2018, all classifications will be adjusted to provide a 1% general wage increase.

Effective January 1, 2019, all classifications will be adjusted to provide a 1% general wage increase.

22.02 Education Premium

The Hospital will provide a monthly sum of one-hundred & seventy-five (\$175.00) dollars to active Radiation Therapists who possesses a CMD, Speciality Certificate in CT Imaging (CTIC), Certified Clinical Research Professional (CCRP), Magnetic Resonance Speciality, and CAMRT Specialty in Dosimetry provided that the qualifications are used in the performance of the Radiation Therapist's normal or assigned duties.

For active Radiation Therapists working less than full-time hours, the monthly sum will be pro-rated.

Note 1: This provision shall only apply, and shall only continue to apply to those Radiation Therapists employed at the Hospital on or before November 9, 2011 who achieve these certifications prior to March 31, 2012.

Note 2: Those Radiation Therapists in receipt of this premium for having obtained AC(T) certification as of November 9, 2011 shall continue to receive the premium.

Note 3: Effective December 31, 2013 CMD and CTIC will no longer qualify for premium under this provision except that those Radiation Therapists who are in receipt of the premium for having obtained CMD or CTIC shall continue to receive the premium.

22.03 Annually in January of each year, payment of \$350.00 for permanent full-time staff and \$300.00 for permanent regular part-time and casual staff will be made to deal with issues of uniform allowance, certification and licensing. Effective January 1 2019, this amount will increase to \$380.00 for permanent full-time staff and \$330.00 for permanent regular part-time and casual staff. The parties agree that employees on personal leave of absence for a period greater than 1 month the previous year and employees on long term disability benefits will be excluded from this payment

Those temporary full-time on staff pre January 1, 2014, will be grand-parented under this provision and receive the full-time allowance.

Those temporary staff hired after signing of this Collective Agreement will not qualify for this allowance.

22.04 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 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 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.

22.05 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.

22.06 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 2 of the grievance procedure within fourteen (14) 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.

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 January 1, 2018 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 Hospital after January 1, 2018.
- 23.03 The Hospital shall write to former employees by registered mail to the last address on file with the Hospital. Notification will specify that any retroactive entitlement due to employee must be responded to within sixty (60) days from the date the letter is sent. Thereafter, the Hospital shall have no liability for retroactive benefit to these former employees.
- 23.04 Retroactivity will be paid, on a separate cheque, on the basis of hours paid within four full pay periods (approximately 8 weeks).

ARTICLE 24 - DURATION

- 24.01 This agreement shall continue in effect from January 1, 2018 to December 31, 2019 and from year to year thereafter unless either party gives to the other notice in writing within the period of ninety (90) days prior to the expiration date in any year of their desire to amend same.

DATED AT Toronto ONTARIO THIS 1st DAY OF December, 2020.

FOR THE HOSPITAL

"Kristi Steed"

"C. Hill"

"Colleen Dickie"

"Mandy Madill"

FOR THE UNION

"Joshua Legere"

Labour Relations Officer
"Ramesh Mirmooji"

Bargaining Unit President
"K. Kratz"

"Dan Sajac"

COMPENSATION – SCHEDULE A

Team Coordinator will be paid 7.5% above the Radiation Therapists rate.

Reference Radiation Therapist will be paid 5% above the Radiation Therapist rate.

1.0% Across the Board retroactive to January 1, 2018.

1.0% ATB effective January 1, 2019.

Job	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	20 yrs
RADIATION THERAPIST	1-Jan-18	33.99	34.87	36.24	37.96	39.75	41.59	45.32	46.23
	1-Jan-19	34.33	35.22	36.60	38.34	40.15	42.01	45.77	46.69
TEAM COORDINATOR	1-Jan-18	36.54	37.48	38.97	40.80	42.73	44.71	48.72	49.69
(7.5% above RT)	1-Jan-19	36.91	37.85	39.36	41.21	43.16	45.16	49.21	50.19
REFERENCE RADIATION THERAPIST	1-Jan-18	35.69	36.60	38.06	39.85	41.74	43.67	47.58	48.53
(5% above RT)	1-Jan-19	36.05	36.97	38.44	40.25	42.16	44.11	48.06	49.02
CLINICAL SPECIALIST RADIATION THERAPISTS	1-Jan-18	40.05	41.95	43.87	47.81	48.29	48.76	49.74	51.41
	1-Jan-19	40.45	42.37	44.31	48.29	48.77	49.25	50.24	51.92

APPENDIX A PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM FOR RADIATION THERAPISTS

SECTION 1: GENERAL INFORMATION

Name of Employee(s) Reporting:

- 1.
- 2.
- 3.
- 4.
- 5.

Employer: University Health Network

Unit/Area:

Date of Occurrence: (DD/MM/YY)

7.5 h shift ☐

Time:

Other shift ☐

Name of Team Coordinator:

Date/Time Submitted:

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence: (Box will expand as you type)

Please identify the Standards of Practice, hospital policies [or department policies that may be at risk: (Box will expand as you type)

To the best of your knowledge please check one of the following:

Is this an isolated incident? ☐ An ongoing problem? ☐ (Check one)

SECTION 3: WORKING CONDITIONS

In order to help resolve the workload issue(s), please provide details about the working conditions **at the time of occurrence** by providing the following information:

# Regular Staff:	MRT(T)	Physicist	PFC	Service Support
# Actual Staff:	MRT(T)	Physicist	PFC	Service Support
Students	Yes <input type="checkbox"/>	No <input type="checkbox"/>	How many?	
Junior Staff (<3 years)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	How many?	
MRT(T) Staff Overtime:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, how many?	Total Hours

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave ☐

Sick Call(s) ☐

Vacancies ☐

Management Support (or alternate) available: Yes ☐No ☐**SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE**

Please check off the factor(s) you believe contributed to the workload issue and provide details:

- ☐ Patient Acuity: Details: **(Box will expand as you type)**
- ☐ Number of Patients on Infectious Precautions: Details: **(Box will expand as you type)**
- ☐ Exceptional Patient Factors (e.g. Significant time and attention required to meet patient expectations.)
Details: **(Box will expand as you type)**
- ☐ Shortage of Book Timeslots: Details:
- ☐ Patient Census at Time of Occurrence: Details:
- ☐ Number of New Patients: Details:
- ☐ Visitors Family/Members: Details: **(Box will expand as you type)**
- ☐ Non-MRT(T) Duties (e.g. Student Supervision, Mentorship, etc.): Details: **(Box will expand as you type)**
- ☐ Lack of Equipment/Malfunctioning Equipment: Details: **(Box will expand as you type)**
- ☐ Resources/Supplies: Details: **(Box will expand as you type)**
- ☐ Other: Details: **(Box will expand as you type)**

SECTION 5: REMEDY

- (A) At the time the workload issues occurs, discuss the issue within the unit/area to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:
(Box will expand as you type)
- (B) Failing resolution at the time of the occurrence, seek assistance from the individual(s) who has responsibility for timely resolution of workload issues? Provide details including name of the individual(S): **(Box will expand as you type)**

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | | |
|--|--|--|
| <input type="checkbox"/> Other | <input type="checkbox"/> Orientation | <input type="checkbox"/> Review MRT(T)/patient ratio |
| <input type="checkbox"/> Change in Protocols | <input type="checkbox"/> Float/casual pool | <input type="checkbox"/> Review policies & processes |
| <input type="checkbox"/> Change Start/Stop times of shift(s): Please specify: (Box will expand as you type) | | |
| <input type="checkbox"/> Review Workload Measurement Statistics | | |

- ☐ Perform Workload Measurement Audit
- ☐ Adjust MRT(T) Staffing ☐ Adjust Support Staffing
- ☐ Replace Sick Calls
- ☐ Equipment: Please specify **(Box will expand as you type)**
- ☐ Other: Please specify **(Box will expand as you type)**

SECTION 7: EMPLOYEE SIGNATURES

I/We do not believe the response adequately addressed our concerns. I/We therefore request these concerns be forwarded to the Labour-Management Committee in accordance with the collective agreement.

Signature _____ Phone No: _____

Signature _____ Phone No. _____

Signature: _____ Phone No. _____

Date Submitted: _____

SECTION 8: MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.

(Box will expand as you type)

Management Signature _____ Date: _____

SECTION 9: RECOMMENDATIONS from the LABOUR MANAGEMENT COMMITTEE (LMC)

Members of LMC

PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM FOR RADIATION THERAPISTS GUIDELINES AND TIPS ON ITS USE

The parties have agreed 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. The Collective Agreement provides a problem solving process for Radiation Therapists (MRT(T)) to address concerns relative to patient care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW

STEPS IN PROBLEM SOLVING PROCESS

- a. At the time that the workload issue occurs:
 - i. bring the concern(s) to the immediate attention of the manager/supervisor or as soon as reasonably possible.
 - ii. 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 the occurrence, the employee(s) or group of employees will complete a Professional Responsibility Workload Report Form for Radiation Therapists (see Appendix A) and provide to her/his manager or designate within ten (10) calendar days of the occurrence. The manager or designate will discuss the issue(s) with the employee or group of employees on the next day that the Manager (or designate) and the employee(s) are both working or within ten (10) calendar days, whichever is sooner.
- c. The Manager or designate will provide a written response on the Professional Responsibility Workload Report Form for Radiation Therapists (see Appendix A) to the employee(s) and a copy will be provided to the Bargaining Unit President within ten (10) calendar days of the discussion occurring.
- d. Failing resolution of the workload issue at step (c), the Professional Responsibility Workload Report Form for Radiation Therapists 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.
- e. Failing resolution, the Association may forward a written report outlining the complaint and recommendations to the Director of Radiation Therapy for resolution of the issues.
- f. Any settlement arrived at under 9.05 (b-e) shall be signed by the parties.
- g. Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- h. When meeting with the Manager in any step of this process, the employee(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.

- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CMRTO standards of practice [<http://www.cmrto.org/practice/standards-practice.asp>] you believe to be at risk.
- 6) Do not, under any circumstances, identify patients.

LETTER OF UNDERSTANDING

BETWEEN:

**UNIVERSITY HEALTH NETWORK
PRINCESS MARGARET CANCER CENTRE
(Hereinafter referred to as the "Hospital")**

And:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")**

Re: Access to Email - Leave of Absence

Access to email, as provided by the Hospital, will be maintained for any Radiation Therapist who is on approved leave of absence. This access to email is for the purpose of notification of job postings and internal memos while Radiation Therapists are away from work.

DATED AT Toronto ONTARIO THIS 1st DAY OF December, 2020.

FOR THE HOSPITAL

"Kristi Steed"

"C. Hill"

"Colleen Dickie"

"Mandy Madill"

FOR THE UNION

"Joshua Legere"

Labour Relations Officer
"Ramesh Mirmooji"

Bargaining Unit President
"K. Kratz"

"Dan Sajac"

LETTER OF UNDERSTANDING

BETWEEN:

**UNIVERSITY HEALTH NETWORK
PRINCESS MARGARET CANCER CENTRE
(Hereinafter referred to as the "Hospital")**

And:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")**

Re: Liability Insurance

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

DATED AT Toronto ONTARIO THIS 1st DAY OF December, 2020.

FOR THE HOSPITAL

"Kristi Steed"

"C. Hill"

"Colleen Dickie"

"Mandy Madill"

FOR THE UNION

"Joshua Legere"

Labour Relations Officer
"Ramesh Mirmooji"

Bargaining Unit President
"K. Kratz"

"Dan Sajac"

LETTER OF UNDERSTANDING

Between:

**UNIVERSITY HEALTH NETWORK
PRINCESS MARGARET CANCER CENTRE
(Hereinafter referred to as the "Hospital")**

And:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")**

Re: Job Sharing

If the Hospital agrees to a job sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing is defined as an arrangement whereby two (2) Radiation Therapists share the hours of work of what would otherwise be one (1) full-time position.

 The Radiation Therapists involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this Agreement applicable to part-time Radiation Therapists.
2. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
3. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) Radiation Therapists and Manager/Supervisor/Designate. The job sharers cannot schedule themselves to work on the same day unless it is for the purposes of picking up additional shifts.
4. The above schedule shall conform with the scheduling provisions of the Collective Agreement.
5. Each job sharer may exchange shifts with her partner, as well as with other Radiation Therapists provided by the Collective Agreement.
6. The job sharers involved will have to determine which partner works on a scheduled paid holiday and job sharers shall only be required to work the number of paid holidays that a full-time Radiation Therapist would be required to work.

7. Coverage

(a) Vacation

Job sharers shall not be required to cover for each other for vacation, sick time and leave of absence, unless otherwise mutually agreed.

Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave and Other Leaves Pursuant to the Collective Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the absence may be filled at the discretion of the Hospital. It is hoped that the remaining member of the position would be prepared to cover those shifts that the Hospital deems to be replaced.

8. Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

9. (a) An incumbent full-time Radiation Therapist wishing to share her position, may do so without having her portion of the position posted. The other portion of the job sharing position will be posted and selection will be made on the basis of the criteria set out in the Collective Agreement.

- (b) Where two (2) full-time employees wish to job share one (1) position, neither portion will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

10. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining Radiation Therapist will have the option of continuing the full-time position or post into a vacant part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Agreement.

11. Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time in order to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED AT Toronto ONTARIO THIS 1st DAY OF December, 2020.

FOR THE HOSPITAL

"Kristi Steed"

"C. Hill"

"Colleen Dickie"

"Mandy Madill"

FOR THE UNION

"Joshua Legere"

Labour Relations Officer
"Ramesh Mirmooji"

Bargaining Unit President
"K. Kratz"

"Dan Sajac"

**MEMORANDUM OF AGREEMENT TO CONCLUDE THE BILL 124 WAGE REOPENER FOR THE
COLLECTIVE AGREEMENT EXPIRING DECEMBER 31, 2019**

Between:

**UNIVERSITY HEALTH NETWORK/
PRINCESS MARGARET CANCER CENTRE
Radiation Therapy Unit
(the “Employer”)**

- and –

**ONTARIO NURSES’ ASSOCIATION,
(the “Union”)**

WHEREAS a Board of Interest Arbitration was duly appointed pursuant to the Hospital Labour Disputes Arbitration Act to settle the terms of the renewal of the Radiation Therapy collective agreement between the Parties which expired on December 31, 2019;

AND WHEREAS a hearing was held on September 18, 2020, with Arbitrator Gedalof;

AND WHEREAS it is understood that 2018 and 2019 fell under the three (3) year moderation period under Bill 124, and therefore, the awarded general wage increase for those years was one percent (1%);

AND WHEREAS in the Award issued by Arbitrator Gedalof, there was a wage reopener clause stating “the monetary proposals are subject to a re-opener in the event that Bill 124 is found to be unconstitutional or is otherwise amended so as to be inapplicable to the Collective Agreement that is subject of the award”;

AND WHEREAS on November 29, 2022, the Ontario Superior Court found Bill 124 to be unconstitutional and a violation of the Canadian Charter of Rights and Freedom;

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. The Parties agree to the following with respect to the general wage increase for 2018 and 2019:
 - 2018: provide an additional 0.4% on all hours paid from January 1, 2018 – December 31, 2018 (NOTE: total of 1.4% being provided for where 1% has already been paid);
 - 2019: provide an additional 0.75%% on all hours from January 1, 2019 – December 31, 2019 (NOTE: total of 1.75% being provided for where 1% has already been paid);
2. It is understood that Appendix A will be updated as follows to reflect the rates outlined in paragraph 1:

No. (Job)	Classification	Rate Eff Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	20 Years
Radiation Therapy - ONA										

ER01	RADIATION THERAPIST	01-Jan-18	\$34.12	\$35.00	\$36.38	\$38.11	\$39.91	\$41.76	\$45.50	\$46.41
ER02	REFERENCE THERAPIST		\$35.83	\$36.74	\$38.21	\$40.02	\$41.91	\$43.85	\$47.77	\$48.72
ER03	TEAM COORDINATOR		\$36.69	\$37.63	\$39.12	\$40.97	\$42.90	\$44.89	\$48.92	\$49.89
ER04	CLINICAL SPECIALIST		\$40.20	\$42.11	\$44.05	\$48.01	\$48.48	\$48.96	\$49.94	\$51.61
ER01	RADIATION THERAPIST	01-Jan-19	\$34.72	\$35.61	\$37.02	\$38.78	\$40.61	\$42.49	\$46.30	\$47.22
ER02	REFERENCE THERAPIST		\$36.46	\$37.38	\$38.88	\$40.72	\$42.65	\$44.62	\$48.61	\$49.57
ER03	TEAM COORDINATOR		\$37.34	\$38.29	\$39.81	\$41.69	\$43.65	\$45.67	\$49.78	\$50.76
ER04	CLINICAL SPECIALIST		\$40.91	\$42.84	\$44.82	\$48.85	\$49.33	\$49.82	\$50.82	\$52.51

3. The Hospital and Union agree that this Memorandum of Agreement settles all matters related to the Bill 124 wage reopener for the Collective Agreement expiring December 31, 2019.
4. The Hospital and Union agree all other terms and conditions unless otherwise expressly stated in this Memorandum of Agreement for the Collective Agreement expiring December 31, 2019, remains unchanged.
5. Retroactivity will be paid in accordance with Article 23 of the Collective Agreement.

SIGNED IN TORONTO, ONTARIO ON THIS 23rd DAY IN JUNE 2023.

For the Union:

Liz O'Halloran

Ramesh Mirmooji (BUP)

Anita Vloert

Kathy Kratz

For the Hospital:

Mandy Madill

Zahra Kaba