

# **COLLECTIVE AGREEMENT**

Between



**LONDON REGIONAL CANCER PROGRAM**

And



**ONTARIO NURSES' ASSOCIATION**  
(Radiation Therapists & Dosimetrists)

**Date of Expiry: December 31, 2015**

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## **ARTICLE 1 – PREAMBLE**

- 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 and the prompt disposition of grievances and 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.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Hospital recognizes the Ontario Nurses' Association as the Bargaining Agent of all Dosimetrists, Radiation Therapists and Clinical Instructors – Radiation Therapy working in the positions of Dosimetrists, Radiation Therapist and Clinical Instructors – Radiation Therapy employed by London Health Sciences Centre in the City of London, save and except Supervisors and persons above the rank of Supervisor.

2.02 **Certification and Licensing**

All Radiation Therapists and Clinical Instructors – Radiation Therapy as a condition of their continued employment with the Hospital are required to present to their Manager or his/her designate or alternate by their birthday each year their proof of current certification and licensing with the College of Medical Radiation Technologists of Ontario (C.M.R.T.O.).

Such time specified for presentation of proof of current certifications may be extended for satisfactory reasons where the college permits the employee's Certificate of Registration to remain in effect to a maximum period of thirty (30) calendar days following the above noted applicable date. An employee who fails to provide proof of certification and licensing by the specified date or extended date as provided above will be placed on non-disciplinary suspension without pay. If the employee presents evidence of certification and licensing within 90 days of such suspension, the employee shall be reinstated to his or her former position effective upon presenting such evidence to the Hospital. Failure to provide evidence of certification and licensing within 90 calendar days of the employee being placed on non-disciplinary suspension by the Hospital will result in the employee being deemed to be no longer qualified and the employee shall be terminated from the `employ of the Hospital.

- 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 normally 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 schedule.
- (b) A casual part-time employee shall mean an employee who is employed on a casual relief or short notice basis.

2.06 Where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine, and vice-versa, where the context so indicates. Where the singular is used, it may also be deemed to include the plural and vice-versa, where the context so indicates.

2.07 The word "employee" or "employees" shall include only such persons coming within the scope of the bargaining unit as defined in Article 2.01.

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

- (a) to replace an employee who is absent from work because of a pregnancy leave, parental leave, long term disability, education leave, 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,
- (b) with the consent of the Union, to perform a non-recurring task, in which case the period of temporary employment shall not exceed six (6) months, unless otherwise mutually agreed between the Union and the 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 be allowed to exercise her or his bumping rights under this collective agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and without restricting the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, demote, promote, classify, transfer, layoff, 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.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between Hospitals, 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 harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out in the provisions of this article.

The Hospital and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives with respect to any employee because of her/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.

- 4.02 Both parties agree to abide by the provisions of the Ontario Human Rights Code, as amended.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship. Ref: Ontario Human Rights Code
- 4.04 The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.
- 4.05 In dealing with complaints, the Hospital shall ensure that the process is fair for all.
- 4.06 In dealing with physician conduct, the Hospital shall incorporate recommendations from the draft (or final) report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour Initiative.
- 4.07 Whistle Blowing Protection
- Provided an employee has followed reasonable 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 obligations, including those related to patient advocacy.

#### **ARTICLE 5 - NO STRIKES, NO LOCKOUTS**

- 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 employee may be extended when the employee does not receive any pay in a particular month.

Where an employee 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 employee 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 Vice-President Finance 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 Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising from the operation of this Article.
- 6.05 The amounts so deducted shall be remitted monthly to the 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, and the employee's social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the job classification, and status of the employees. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Hospital may also provide the information in an electronic format.
- 6.06 The Hospital will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for Income Tax purposes, where such information is, or becomes readily available through the Hospital's payroll system.

## **ARTICLE 7 - REPRESENTATION AND COMMITTEES**

- 7.01 The Union may elect, appoint or otherwise select and the Hospital will recognize three (3) Union representatives, one of whom will be the Bargaining Unit President or designate, who may assist employees in the presentation of any grievance arising under the terms of the Collective Agreement.
- 7.02 Union representatives and members of committees have their regular work to perform on behalf of the Hospital. If it is necessary for a representative or a committee member to deal with grievances or other Union business connected with this Agreement during their scheduled hours of work, they shall not leave their work area without first obtaining the permission of the Manager or his/her designate. When resuming their regular work, they shall again report to the Manager or his/her designate. Such permission shall not be unreasonably refused. In accordance with this understanding, a member of the Grievance Committee or a Union representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at meetings with the Hospital up to, but not including, arbitration.
- 7.03 Negotiating Committee
- The Hospital will recognize a bargaining unit Negotiating Committee of three (3) employees to negotiate renewal Agreements with the Hospital.
- Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Hospital up to, but not including, arbitration.

#### 7.04 Labour-Management Committee

The parties agree to appoint a joint Labour-Management Committee of up to five (5) employees appointed by the Union and up to five (5) representatives appointed by the Hospital. Upon the mutual agreement of the parties, additional representatives may be invited to attend Labour-Management Committee meetings from time to time. 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 a representative from the Hospital's Human Resources Department may also attend such meetings as may be requested, provided that prior notice has been given to the other party.

When a Union Committee member attends a meeting at the Hospital's request outside of her scheduled shift, she will be allowed to accumulate straight time rates and to take corresponding paid time off with the agreement of her Manager or designate. Such payment will be limited to two (2) Union Committee member representatives per meeting.

#### 7.05 Health and Safety Committee

- (a) The Hospital and the Union agree to a Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario. One member of the bargaining unit shall be designated by the Union to be on the Committee. Both parties agree to comply with all requirements of the Occupational Health and Safety Act.
- (b) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (c) The committee shall meet at least once every three months (3) at the workplace and may be required to meet by order of the Minister. R.S.O. 1990 c. O.1, s. 9 (33).
- (d) The committee shall maintain and keep minutes of its proceedings and make the same available for examination and review by an inspector. R.S.O. 1990, c. O. 1, s. 9 (22).
- (e) The members of the committee who represent workers shall designate:



- i) If it is not practical to inspect the workplace at least once a month, a member representing workers to inspect the physical condition of the workplace at least once a year, inspecting at least a part of the workplace in each month. R.S.O. 1990, c. O. 1, s. 9 (27). If possible, the member designated to inspect the workplace shall be a certified member. R.S.O. 1990, c. O. 1, s. 9 (24).
  - ii) one or more such members to investigate cases where a worker is killed or critically injured at a workplace from any cause and one of those members may subject to subsection 51 (2), inspect the place where the accident occurred and any machine, device or thing and shall report his or her findings to a Director and to the committee. R.S.O. 1990, c. O. 1, s. 9 (31).
- (f) A member of the committee is entitled to such time as is necessary to attend meetings of the committee; and such time as is necessary to carry out inspections and investigations as provided under (c) and (e) above.
- (g) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.
- (h) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees if the Hospital deems medication to be required.
- (i) Work Related Injury
- i) The Hospital will notify the Bargaining Unit's Occupational Health and Safety Representative of the names of all employees off work due to a work-related injury (whether or not the employees are in receipt of WCB/WSIB Benefits) by the 15th day of each month. The report will show the employees off work as of the end of the previous month.
  - ii) Prior to any employee returning to work on a modified/ light/alternate work program, the Hospital will meet with the employee who shall be accompanied by the Union's Occupational Health and Safety Representative. When the terms and conditions of the program have been agreed upon, the Hospital will confirm such terms and conditions to the employee with a copy to the Union's Occupational Health and Safety Representative. Any documents respecting such program which the Hospital requires to be signed by the Union shall be submitted to the Union for signing.
  - iii) The Hospital agrees to supply the Bargaining Unit's Occupational Health and Safety Representative with a copy of the WCB Form 7 (Hospital's Report of Accidental Injury or Industrial Disease) within at least seventy-two (72) hours after it has been sent to the Board. If the Union is of the opinion that the Form 7 contains errors or

omissions, it may request a meeting with the Hospital to be held as soon as possible. If, as a result of such meeting, the Hospital and the Union agree that the Form 7 contains errors or omissions the Hospital will notify the Board of such errors or omissions.

7.06 All reference to Union representatives, committee members and officers in this Agreement shall be deemed to mean Union representatives, committee members or officers of the Bargaining Unit who are employees of the Hospital.

7.07 Modified Work

- (a) The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
- (b) The Hospital will notify the Bargaining Unit President when an employee goes on Long Term Disability.
- (c) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work. A staff representative of the Ontario Nurses' Association may also attend.
- (d) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the Hospital will consider the skills, ability and experience of the employees and will also consider the feasibility to acquire skills, seniority and path of least disruption in the workplace.
- (f) Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (g) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation, giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (h) The parties can agree to waive the posting procedure in order to facilitate an accommodation.

- (i) The parties, with the employee's consent, will agree to a written modified work plan for an accommodation.

7.08 Violence in the Workplace

- (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
- (b) The Hospital agrees to have in place explicit policies and procedures to deal with violence in the workplace. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence. These policies and procedures shall be communicated to all employees.
- (c) The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will be followed to address the legitimate health and safety concerns of employees presented in that forum.
- (d) 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 as required.
- (e) The Hospital with the employees' consent, will inform the Union within three (3) days of any bargaining unit member who has been subjected to violence while performing her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms or personal clothing, as a result of being assaulted while performing his or her work.

7.09 If approval is obtained in advance from the Manager or his/her designate, the Union may hold meetings on the Hospital premises.

7.10 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 Manager or his/her designate at the time.

7.11 The Bargaining Unit will keep the Manager or his/her designate notified of the names of the Union representatives and/or committee members and officers of the Bargaining Unit and the effective date of their appointments.

7.12 All correspondence between the Hospital and the Union arising out of this Agreement shall pass to and from the Bargaining Unit President or the Union's Labour Relations Officer, and the Manager or his/her designate.

- 7.13 Except as otherwise specifically provided under the Collective Agreement, no employee acting on their own or on behalf of the Union shall hold meetings, collect Union dues or assessments, solicit membership in the Union on Hospital's premises without first obtaining the written consent of the Manager or his/her designate.
- 7.14 A new employee transferring into the bargaining unit will have the opportunity to meet with a Union representative, for a period of up to thirty (30) minutes during the departmental orientation period. The purpose of the meeting will be to acquaint the employee with the Union and the collective agreement. This employee will be informed by the Hospital of the date and time of the Union presentation during their departmental orientation program. Such meeting will be arranged collectively or individually for employees by the Hospital as part of the orientation program.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 8.01 It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing a procedure to be utilized for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her Union representative. At the time of suspension or discharge, the Hospital shall notify the employee of this right in advance.
- 8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her Manager or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with her Manager or designate within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a written grievance in the following manner and sequence:

### **Step No. 1**

The employee, with the assistance of a Union representative may submit a written grievance, signed by her, to the Labour Relations Manager or his/her designate. The employee will provide a copy of the written grievance (see Appendix B) to her manager or designate. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Labour Relations Manager or his/her designate will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her (or any longer period which may be mutually agreed upon).

### **Step No. 2**

Failing settlement then: Within nine (9) calendar days following the decision under Step No. 1, a meeting will then be held between the Labour Relations Manager or

his/her designate and applicable Hospital representatives and the Union 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. A decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 8.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) 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 designate.
- 8.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Manager or his/her designate responsible for their department or alternate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated, as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 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. A claim by an employee who has completed her probationary period that she 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) calendar days after the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
  - (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.
- 8.07 The Hospital agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period, without just cause.
- 8.08 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 eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.
- 8.09 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.

- 8.10 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.
- 8.11 The Board of Arbitration shall hear and determine the grievance. The written decision of the majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be final and binding upon the parties and upon the employee(s) affected by it.
- 8.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expense, if any, of the chairperson of the Arbitration Board.
- 8.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the Labour Relations Act.
- 8.16 The parties may agree to waive or extend any of the time limits established in the grievance and arbitration procedures.
- 8.17 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the times specified, provided that the parties may extend the time-limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specified time-limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.
- 8.18 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 8.19 Paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance or Arbitration Procedures where the reference is calendar days.

- 8.20 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital, the Union and the employees.

## **ARTICLE 9 - PROFESSIONAL RESPONSIBILITY, ORIENTATION, INSERVICE AND EDUCATION**

### 9.01 Professional Responsibility

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

- (a) At the time the workload issue occurs, discuss the issue within the other employees within their classification and program to develop strategies to meet patient care needs using current resources.
- (b) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- (c) Failing resolution of the workload issue at the time of the occurrence, the employee(s) or group of employees will complete the ONA Allied Professional Responsibility Workload Report Form (see Appendix A) and provide to her manager or designate within (5) business days of the occurrence. The manager or designate will discuss the issue 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 five (5) calendar days, whichever is sooner.
- (d) The Manager or designate will provide a written response on the ONA Allied Professional Responsibility Workload Response Form (see Appendix A) to the employee(s) and a copy will be provided to the Bargaining Unit President within five (5) business days of the discussion occurring.
- (e) Failing resolution of the workload issue at step (d), the Bargaining Unit President will discuss the alleged improper assignment or workload issue 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.
- (f) Failing resolution, the Association may forward a written report outlining the complaint and recommendations to the LRCP Program Director.

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 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 Manager or his/her designate who will also reply in writing. If the Hospital requests, and an employee agrees to take further educational course(s), the Hospital 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 Manager or his/her designate.

9.04 When an employee is required by the Hospital to attend courses outside of her regularly scheduled working hours, she shall accrue seniority and be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

9.05 A full-time or regular part-time employee 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 an employee is enrolled to upgrade his/her qualifications for his/her job.

9.06 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions 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 Within fourteen (14) calendar days of Human Resources receiving a written request from the employee, the Hospital will provide the employee with an employment letter detailing her employment dates, length of service and positions held at the Hospital.



## **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.
- 10.02 Where new or greater skills are required by the Hospital than are already possessed by affected employees, such employee shall be given a period of training determined by the Hospital with due consideration being given to the employee's previous educational background, during which they may acquire the skills necessitated by the newer method of operation. Such training shall be given during the hours of work whenever possible. Such training required by the Hospital, shall be paid at the Hospital's expense without loss of regular pay to the employee.
- 10.03 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the employees involved.

## **ARTICLE 11 - ACCESS TO FILES**

- 11.01 A copy of any completed evaluation which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee.
- Each employee shall have reasonable access to her employee files for the purpose of reviewing their contents in the presence of Human Resources personnel. A copy of the evaluation will be provided to the employee at her request.
- No document shall be used against an employee where it has not been brought to her attention in a timely manner.
- 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 eighteen (18) months.

## **ARTICLE 12 - SENIORITY**

### 12.01 Seniority

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

An employee who transfers from part-time status to full-time status shall not be required to serve a probationary period where she has previously completed one since her last date of hire. The number of hours worked immediately preceding the transfer shall be credited towards the probationary period if the probationary period has not yet been completed.

12.02 A seniority list for bargaining unit employees who have completed their probationary period shall be prepared by the Hospital as at December 31st and June 30<sup>th</sup> of each year and shall be posted on the Union electronic bulletin board. One (1) copy will be sent to the Bargaining Unit President on or before February 1st and August 1st of each year.

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

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

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

- 12.03 (a) Seniority and service for a part-time employee or temporary employee shall be calculated on the basis of fifteen hundred (1500) hours worked equals one (1) year of full-time seniority and service.
- (b) An employee's full seniority and service shall be retained by the employee in the event that she 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 full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her

full seniority and service on the basis of one (1) year of seniority for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

## 12.04

Effect of Absence

- (a) Except as otherwise provided under the pregnancy leave and parental leave provisions of this Collective Agreement, during an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for the absence in excess of thirty (30) continuous calendar days, for purposes of salary increment, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's service date adjusted accordingly for the entire period of the absence in excess of thirty (30) continuous calendar days.
- (b) In addition, except as otherwise provided under the pregnancy leave and parental leave provisions of the Collective Agreement, during an unpaid leave of absence exceeding thirty (30) continuous calendar days, the employee will become responsible for full payment of the subsidized employee benefits in which she is participating for the period of absence in excess of thirty (30) continuous calendar days, except that the Hospital will continue to pay its share of the premium for up to twelve (12) months while an employee is in receipt of Workplace and Safety Insurance Board benefits.
- (c) It is further understood that during the portion of such unpaid absence in excess of thirty (30) continuous calendar days, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority for full-time employees shall accrue if the absence is due to disability resulting in WSIB benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.  
  
Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation for part-time employees will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.
- (d) The parties agree that this clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (e) For clarity, seniority and service will accrue and the Hospital will continue to pay its' share of the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 15.07 and for a period of up to thirty-five (35) weeks while an employee is on parental leave under Article 15.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such employee is on a parental leave under Article 15.10.

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

- (a) leaves of her 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 intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;

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) An employee who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

An employee who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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

NOTE: For clarity, this Article shall not apply when an employee accepts a regular position outside of the bargaining unit through the job posting process.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the Bargaining Unit President of the names of any employees performing the duties of positions outside of the bargaining unit, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under this article will not be required to pay union dues for any complete calendar month of such leave.

### **ARTICLE 13 - JOB POSTING**

- 13.01
- (a) Where a permanent vacancy or temporary vacancy of three (3) months or more duration as provided under Article 13.01 (h) occurs which the Hospital requires to be filled or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be in writing within the seven (7) day period referred to herein. In filling such vacancies or portions thereof preference will be given to bargaining unit members prior to utilizing non-bargaining unit employees.
  - (b) The posted notice of a permanent job vacancy or temporary vacancy of three (3) months or more duration shall state the job classification, the required qualifications and the salary rate or range.
  - (c) An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her 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.  
  
A list of vacancies filled in the preceding month under Article 13.01 (a), and the names of the successful applicants, will be posted. Unsuccessful applicants will be notified.
  - (d) Employees shall be selected for 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.

- (e) All permanent vacancies and temporary vacancies of three (3) months or more, shall be posted internally and filled by members of the bargaining unit, if they meet the qualifications. If no qualified employee from either the full-time or part-time categories apply, the Hospital may then hire a new employee from outside the bargaining unit.
- (f) Where an applicant has been selected in accordance with this Article and she requests within a sixty (60) working day period to return to her former job, or it is determined within a sixty (60) working day period that she cannot satisfactorily perform the job to which she was promoted or transferred, the Hospital will return her to her former job without loss of seniority and the filling of subsequent vacancies will likewise be reversed. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (g) The name of the successful applicant shall be posted by the Hospital. Unsuccessful applicants shall be notified in writing at the same time. At the request of an employee, the Hospital will discuss with an unsuccessful applicant ways in which she can improve qualifications for future postings.
- (h) The Hospital shall not be required to post a vacancy:
  - i) 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 (f) a new posting need not be completed but the previous applicants, as well as any applicants on the Request for Transfer file, will be considered.
  - ii) When a vacancy is of a temporary nature not exceeding three (3) months.
- (i) A part-time employee who relieves in a temporary full-time position shall not lose her status of part-time.

Upon completion of the temporary vacancy, such employee shall be reinstated to her former position unless the position has been discontinued, in which case she shall be able to exercise her seniority rights under the layoff provision of the Collective Agreement.

- (j) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

**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) An employee who is subject to lay-off shall have the right to either:
- i) accept the lay-off; or
  - ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.
- (c) 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 position in the full time bargaining unit 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.

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) 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, in accordance with loss of seniority provision, or have been found unqualified or unable to perform the work available.
- (g) 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.
- (h) It is the sole responsibility of the employee who has been laid off to notify the Hospital of her intention to return to work within five (5) working days

(exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Hospital.

- (i) 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.
- (j) 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.
- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off or amended date as per (h) above.
- (l) Casual part-time employees and temporary employees shall not be utilized while full time or part-time employees remain on layoff unless they are not able to fill the vacancies or are not qualified to do the work.
- (m) 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

- (a) In the event of a proposed lay-off at the Hospital of a permanent or long term nature or the elimination of a position within the bargaining unit, the Hospital will:
  - i) provide the Union with no less than four (4) months written notice of the proposed lay-off or elimination of position(s); and;
  - ii) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

## NOTE:

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

- (b) Meet with the Union to review the following:
  - 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, provided such notice shall not be required if the lay-off occurs because of an act of God, or any other condition or occurrence beyond the control of the Hospital. 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.

For clarity, notice shall not be required in the case of a cancellation of all or part of a single scheduled shift.

14.03 (a) Work of 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.

(b) Contracting Out

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

14.04 (a) Before issuing notice of long-term layoff pursuant to this Article and following notice pursuant to this Article, 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 in the department or area(s) and classifications 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) If no employees in the department or area(s) and classifications affected accept the offer, the Hospital will then extend the offer, in order of seniority, to bargaining unit employees in the department or area and classification where the laid off employee bumps.
- iv) The number of early retirements the Hospital approves will not exceed the number of employees who would otherwise be laid off in the bargaining unit.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of twenty-six (26) weeks' salary.

- (b) Where an employee has received individual notice of long-term layoff such employee may resign and receive a separation allowance as follows:
  - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, 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.

## **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 The Manager or his/her designate may grant a request for unpaid leave of absence for personal reasons provided that she receives such request in writing at least fourteen (14) calendar days in advance, except in cases of emergencies and provided that such leave may be arranged without 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 thirty-five (35) 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) With the exception of negotiations not more than two (2) Radiation Therapists from the Radiation Therapy Department and not more than three (3) employees in total shall be sent on any such leave at the same time.
- (b) A request be made in writing and approved at least two (2) 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 Bargaining Unit 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 Bargaining Unit 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 (a) The Hospital agrees to grant six (6), seven and one-half (7.5) hour paid days per calendar year to the Bargaining Unit President for the purpose of attending meetings with the Hospital and/or to deal with matters of mutual interest. The Hospital and the Bargaining Unit President will by mutual agreement pre-schedule these shifts.
- (b) The Hospital shall grant the Bargaining Unit President or her/his designate, if requested, up to seventy-five (75) hours leave of absence per year without pay to attend to the Local's business, provided such leave does not interfere with the efficient operations of the Hospital. The Hospital and the Bargaining Unit President will, by mutual agreement, pre-schedule these hours.
- 15.04 The Hospital agrees to grant leaves of absence, without pay, to the employee elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that the Local Coordinator shall be granted such leave(s) up to a total of seventy-five (75) days in a calendar year so that she or he may fulfil the duties of the position. These leaves of absence will be separate from and not counted against Union Leaves in Article 15.02. The Hospital shall be required to grant such leave to only one Local Coordinator of the Ontario Nurses' Association, during the term of this Collective Agreement.
- 15.05 Leave, Board of Directors
- An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of the President, shall be granted leave of absence without pay up to a total of one hundred (100) days annually. There shall be no loss of seniority credits for the purposes of salary advancement and vacation entitlement. Leave of absence under this provision shall be separate from the Leave for Union Business provided for in 15.02. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full costs of such salary and applicable benefits.

15.06 Leave, President, Ontario Nurses' Association

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence shall be granted to such employee elected to the Office of the President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. Notwithstanding Article 12.04, there shall be no loss of service or seniority during such leave of absence.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, 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 return to work at least two (2) weeks prior to the date of such return.

15.07 Bereavement Leave

A full-time employee and regularly scheduled part-time employee who notifies her Manager or his/her designate as soon as possible following her bereavement shall be granted up to four (4) consecutive working days off with pay, one (1) day of which includes the funeral, for those days which the employee would have otherwise worked in order to mourn the death of an immediate family member.

Immediate family shall be limited to the employee's mother, father, sister, brother, spouse, common-law spouse, same-sex partner, children, legal guardian and step-relations within this definition.

Bereavement leave with pay shall also be granted up to three (3) consecutive working days off with pay, one (1) day of which includes the funeral, when there is a death of the employee's in-laws, grandchildren, grandparents, grandparents of spouse and step-relations within this definition.

An employee shall be granted one (1) day bereavement leave with pay to mourn the death of, or attend a memorial service (or equivalent) for her/his aunt, uncle, niece or nephew.

If the employee cannot attend the funeral, special consideration will be given to granting the leave for compassionate reasons.

Additional time for personal, cultural or religious reasons, or for other family members than those listed above, may be taken as vacation time, accrued lieu time, banked time or unpaid leave.

Bereavement leave pay for part-time employees is pro-rated based on normal expected Full Time Equivalents.

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:

- i) 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
- ii) it is understood that individuals who share accommodation in a traditional "roommate" style shall not be considered as the same-sex partner.

An employee can utilize one (1) day of her bereavement leave days, as provided for in this Article, within six months (6) following the date of death for the purpose of attending a burial or memorial service for the deceased.

#### 15.08 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Hospital, the employee shall not lose regular wages because of such attendance, provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) assigns to the Hospital the full amount of compensation received, excluding amounts paid as meal or travel expenses.

Should the employee be excused from the proceedings prior to the end of the tour for which she would otherwise have been scheduled, she shall contact her Manager. Should the employee, who normally is scheduled to work a day shift ending on or before 5:00 p.m., be able to return to the workplace and provide four (4) hours or more of work to the Hospital, she shall return for the balance of the tour.

#### 15.09 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire

subject to successfully completing her probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement and who has completed at least thirteen (13) weeks of continuous service with the Hospital immediately prior to commencement of her pregnancy leave and who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her weekly earnings and the sum of her weekly rate of employment insurance, pregnancy benefits and any other earnings.

Bi-weekly payment shall commence following completion of the two (2) week employment insurance waiting period, and receipt by the Hospital of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The weekly hours for a part time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit currently (twenty-six (26) weeks).

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

- (g) The employee has the right to extend the pregnancy leave to fifty-two (52) weeks in total, inclusive of the period of parental leave provided under the Employment Insurance Act. Written notice by the employee to extend the pregnancy leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in

circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.

## 15.10

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 15.09 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to fifty-two (52) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is an adoptive parent on parental leave as provided under this agreement and who has completed at least thirteen (13) weeks of continuous service with the Hospital immediately prior to commencement of her or his parental leave, and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his weekly earnings and the sum

of her or his weekly rate of Employment Insurance parental benefits and any other earnings.

Bi-weekly payment shall commence following completion of the two (2) week employment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The weekly hours for a part time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit currently (twenty-six (26) weeks).

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

This clause will apply to an employee who is on parental leave, and is not restricted to adoptive parents.

#### 15.11 Medical and Dental Appointments

The Hospital encourages all full-time employees to arrange for medical and dental appointments within either the first or last hour of the day's work. 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 written notice in advance of such appointments to the Manager or designate.

Full-time employees may utilize their accumulated sick leave credits for their own medical and dental appointments to a maximum of seven and one-half (7 ½) hours per calendar year.

#### 15.12 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, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

NOTE: the parties may agree to a time frame that is different from that referenced in (a) above, in which case the provisions of this article will apply with the necessary changes.



- (b) The employee must make written application to the Manager or his/her designate 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 one (1) employee may be allowed off at any one time. The year for the purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
  - (d) Written application will be reviewed by the Manager or his/her designate. 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 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 during the deferral portion for any of the following reasons:
    - extreme financial hardship, as acceptable by Revenue Canada;
    - total disability;
    - transfer to a position where continuation in the plan is not approved;
    - termination or death.
- Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In 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. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the 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.

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.
- (n) This Article applies to employees covered by an Ontario College under the Regulated Health Professions Act only.

## **ARTICLE 16 - SICK LEAVE**

- 16.01 Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as an employee and not compensable under the Workplace and Safety Insurance Act.
- 16.02 Sick leave will be granted to full-time employees on the following basis:
  - (a) Four and one-half (4½) days of sick leave to an employee having completed three (3) months of continuous service.
  - (b) After three (3) months of continuous service an employee will be entitled to sick leave at the rate of one and one-half (1½) days per month of continuous service.
  - (c) The unused portion of sick leave will be cumulative.

- (d) Absence for sickness or accident compensable by the Workplace and Safety Insurance Board/WSIB will not be charged against sick leave credits.
- (e) When sick pay is claimed, proof of disabling sickness or accident will be furnished by the employee with a certificate from a duly qualified medical practitioner, if requested by the Hospital.
- (f) Sick leave benefits will cease upon termination of employment, or upon retirement, or upon death.
- (g) A deduction shall be made from accumulated sick leave for all regular working hours (exclusive of holidays) absent for sick leave.
- (h) In all cases of absence due to illness, an employee has an obligation to keep the Hospital informed on a continuous basis as to the duration of the absence and the expected date of return.
- (i) To qualify for sick leave pay, an employee must give notice to her Manager or designate no later than one (1) hour before the commencement of the early shift (8am) and no later than two (2) hours for all other shifts in the department which the employee is employed on the day that she will not be reporting for duty by reason of illness, or shall give the Manager or his/her designate, in writing, a reason or explanation satisfactory to and accepted by the Manager or his/her designate as satisfactory for failure to give such minimum notice.

- 16.03 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace and Safety Insurance for a period longer than one complete pay period may apply to the Hospital for payment of the benefit she would receive from Workplace Safety and Insurance if her claim was approved, to the limit of her accumulated sick leave credits. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace and Safety Insurance is not approved, the employee would be entitled under the sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 16.04 The Hospital may require an employee to provide a medical doctor's certificate for any period of illness or disability. If there is a fee for such a certificate, then the Hospital shall pay such fee.
- 16.05 Employees who are absent from work because of illness or injury for three (3) or more days will report to the Occupational Health Department before returning to work.
- 16.06 An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her employment with the Hospital has remained unbroken since the time of full-time service.

- 16.07 A full-time employee shall be paid for actual hours worked at her regular straight time hourly rate prior to going on paid sick leave benefits.
- 16.08 Any full-time employee who transfers to a part-time position, shall have their accumulated sick leave credits frozen at their current level.
- It is further understood and agreed that if the employee transfers back to full-time position, she shall be credited with sick leave days equal to the amount she acquired prior to the transfer from full-time to part-time.
- The above shall only take effect provided that the employee does not have a break in service.
- 16.09 Any dispute which may arise concerning an employee'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 an employee to utilize the carrier's medical appeals process, if any, to resolve the dispute.

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 No Guarantee of Hours**

It is understood that reference to hours of work herein is not a guarantee of any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

- (a) The normal daily tour for full-time employees shall be composed of seven and one-half (7 ½) hours exclusive of a thirty (30) minute unpaid meal period. The normal week for full-time employees shall be composed of thirty-seven and one-half (37.5) hours of work.

There shall be two (2) fifteen (15) minute paid rest periods in each normal daily tour, one during each half (½) tour. The employee may, subject to the exigencies of patient care, combine meal and rest periods.

- (b) The normal daily tour for employees working extended tours shall be composed of eleven and one quarter (11 ¼) consecutive hours exclusive of a three quarter (¾) hour unpaid meal period. The normal week for full-time employees shall average thirty-seven and one-half (37.5) hours of work.

There shall be one (1) three quarter (¾) hour paid rest period during the 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 meal period, she shall be given the time not taken later in the tour or at a time mutually agreed.

- 17.02 (a) Full-time employees' schedules shall be posted at least four (4) calendar weeks in advance of the end of the previous schedule.

- (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 will be paid for a full tour provided that she works until the normal completion of the tour.
- ii) When an employee has been called into work for a regular tour within the period of one-half ( $\frac{1}{2}$ ) hour following the normal commencement of the tour, and arrives within one (1) hour of being called, then the employee shall be paid for a full tour provided that she works until the normal completion of the tour.
- (c) The Hospital may schedule part-time employees to work regular shifts of four (4) hours or more duration. The Hospital agrees to provide the Union with at least thirty (30) days' notice prior to the implementation of such regular shifts in order to discuss the circumstances, arrangements, scheduling and areas affected including means of minimizing the adverse effects upon part-time employees who may be so affected. It is understood that in scheduling part-time employees to work such shifts, part-time employees shall not be required to work split shifts.
- (d) Predetermined regular part-time schedules shall be posted at least four (4) calendar weeks in advance of the end of the previous schedule.
- (e) Where less than twenty-four (24) hours' notice of change in schedule, as per 17.02(a) and 17.02(d), is personally given to the employee, the employee shall be paid an additional four (4) hours at the regular straight time hourly rate.
- (f) Casual part-time employees shall be scheduled or called in on an equitable basis.
- (g) Where less than twenty-four (24) hours' notice is given of change in schedule to the casual part-time employee, the employee shall be paid an additional four (4) hours at the regular straight time hourly rate.
- (h) There shall be no split shifts without the consent of the employees concerned.
- (i) The Hospital will provide the Union with at least thirty (30) calendar days' notice prior to the implementation of any permanent change in the current hours of operation and/or days of operation of the Hospital.
- (j) Employees may not switch shifts with each other without prior approval of management. Approval shall not be unreasonably withheld. It is understood that such change shall not entail the Hospital paying overtime or other premium payments.

## 17.03

Re: Job Sharing

It is agreed that two (2) employees may share a full time position subject to the agreement of all parties and provided that the following conditions are met (refusal of the Hospital to agree to a job sharing proposal will not constitute grounds for

grievance). This arrangement shall be limited to a maximum of two (2) full time employee positions at any time. Notwithstanding the limitation of the number of job sharing positions, upon the mutual agreement of the Hospital and the Union, the parties may increase the number of job sharing positions on an individual case by case basis.

(a) 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.

An incumbent full time employee wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- (b) If one of the job sharers leaves the arrangement for whatever reason, the vacant half of the position will be posted. If there is not a successful applicant for the vacant half of the position, the shared position must revert to a full time position. The remaining employee will have the option of continuing in the full time position if she was full time previously or transferring to a part time position for which she is qualified. In the event of the incumbent transferring to part time, the job sharing position shall be declared a vacant full time position and be so posted. The successful candidate will be provided with a reasonable orientation for the purpose of familiarizing the candidate with the job duties.

(c) 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 to discuss the discontinuation. It is understood and agreed that such discrimination shall not be unreasonable or arbitrary.

- (d) All job sharers shall be treated as regular part time employees and be subject to the provisions for part time employees except as modified herein.
- (e) Posted schedules for job sharers shall be based on the schedules that would apply to a full time employee holding that position. Such schedules shall conform with the scheduling provisions for full time employees.
- (f) Total hours prescheduled to be worked by two job sharers shall be equal to one full time position. An employee may work additional hours at her regular rate of pay. Overtime will be paid in accordance with the provisions of the Collective Agreement.
- i) The division of scheduled shifts shall be determined by mutual agreement of the two employees and the Manager or designate. However, all scheduled tours must be covered. Such schedules will not be unilaterally imposed by the Hospital and any changes made by

the Hospital will be subject to the scheduling provisions of the Collective Agreement. Once the schedules are posted, the employees cannot make changes without the permission of the Manager or designate in the area concerned.

- ii) Job sharers will not be subject to cancellation of regularly scheduled shifts in their rotations as if they were part time employees.
- (g) Job sharers will have the right to determine between themselves which partner will work on a scheduled paid holiday, subject to the conditions of the Collective Agreement.
- (h) The job sharers will not be scheduled to work in total more paid holidays than would one full time employee unless mutually agreed otherwise.
- (i) Coverage

It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit Manager or his/her designate must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

- (j) Vacation, Maternity Leave, and other leaves pursuant to Article 15

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit Manager or his/her designate, but it is expected that the remaining member of the position would be prepared to cover the leave of absence as much as possible. In the case of vacation, the remaining member of the position will be required to cover for the entire period of vacation of her partner, unless otherwise excused by her Manager or his/her designate. It is understood that for the purpose of the vacation quotas, job sharers who cover for their partner shall not be counted.

- (k) This article will not bar the Hospital's right to determine the number of full time and part time positions required.

#### 17.04

#### Premium Payment - Overtime

- (a) (i) If an employee is authorized to work in excess of their normal daily tour (e.g. seven and one-half (7 ½) hours per shift or 11.25 hours per shift) or thirty-seven and one-half (37 ½) hours per week, she shall receive overtime payment at the rate of one and one-half (1 ½) times her regular straight time hourly rate of pay for time so worked. An employee may request time off in lieu of overtime subject to the approval of the Manager or his/her designate. Such lieu time shall be limited to a maximum accumulation of thirty-seven and one-half (37 ½) hours at straight time.
- (ii) An employee who is required to work more than two (2) hours of overtime immediately following his/her scheduled hours of work or

who has been called in to work in accordance with either Call Back or On-Call/Standby Premium of this Article and works at least four (4) hours, shall be reimbursed a maximum payment of four dollars (\$4.00) upon providing the Hospital with a receipt for a meal on that tour of duty.

- (iii) Overtime shall be divided equitably amongst employees within their classification usually performing the work to be done.
- (iv) Overtime premiums shall not be pyramided with any other premium payable under this Agreement.

(b) Shift Premium

For the purpose of shift premium, the day shift is defined as the hours 0700 to 1800 for a normal daily tour of 7.5 hours and the hours of 0700 to 1900 for a normal daily tour of 11.25 hours. An employee shall be paid a shift premium of two dollars and 10 cents (\$2.10) for each hour worked which falls between 1800 and 0700 hours for a normal daily tour of 7.5 hours and between 1900 and 0700 hours for a normal daily tour of 11.25 hours.

(c) Responsibility Pay

- i) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit in excess of one half of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.
- ii) When the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a supervisory classification outside the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) of one shift, the employee shall receive an allowance equivalent to five percent (5%) of her regular straight time hourly rate for each hour so worked from the commencement of the assignment.
- iii) When the Hospital temporarily assigns a Radiation Therapist to be in charge of a radiation treatment unit for a period in excess of one-half ( $\frac{1}{2}$ ) of one shift, the employee so assigned shall be paid a premium of \$1.65 per hour for each hour so worked from the commencement of the assignment.

(d) Call Back

Where an employee has completed her or his regularly scheduled tour and left the Hospital and is called in to work outside her or his regularly scheduled working hours, she or he shall receive time and one half her or his regular straight time hourly rate for all hours worked with a guaranteed minimum of four (4) hours at time and one half 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 her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

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

Instead of payment for call-back an employee may elect instead that the full period of each call-back or call-in be accumulated towards lieu time off as provided under Article 17.04 (a).

(e) Stand-By/On-Call Premium

When the Hospital places an employee on standby she or he shall be paid a standby rate of three dollars and twenty-five cents (\$3.25) per hour for the time she or he spends on standby and three dollars and seventy five cents (\$3.75) per hour for the time spent on a standby on a paid holiday.

In the event that the employee is called into work while on standby, she or he shall be paid a call back rate of one and one-half (1 ½) times her or his straight time rate with a guaranteed minimum of four (4) hours with pay at time and one-half (1 ½) from the time she or he leaves home until she or he returns home. 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 payment for more than one call-back within the same four (4) hour period from the time the employee left her or his home.

Instead of payment for call-back an employee may elect instead that the full period of each call-back or call-in be accumulated towards lieu time off as provided under Article 17.04 (a).

17.05 Scheduling Stand-By/On-Call

Where an employee on standby assignment is required to return to the Hospital after 2100 hours and:

- (a) works a minimum of two (2) hours; and
- (b) works to 0100 hours or beyond; and
- (c) is scheduled for the next day shift,

the employee will be permitted leave with pay for that part of the next day shift to allow an eight (8) hour rest period between the end of the call in assignment and the commencement of work on the regularly scheduled shift.

Standby shall be divided equitably amongst employees within their classification usually performing the work to be done.

17.06 Notwithstanding the provisions of Article 17 and elsewhere in the collective agreement, the Union and the Hospital may, upon mutual agreement, agree to institute alternative flexible work arrangements. The parties recognize that the

provisions of the collective agreement may accordingly be amended in order to accommodate such flexible work arrangements as may be agreed to between the parties.

#### 17.07 Individual Special Circumstance Arrangements

Notwithstanding Article 2.03, the Hospital and the Association may agree in certain circumstances that 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 Association 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 Association. The employee will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by an employee and/or the Hospital under this provision. There shall be no pro-ration of Extended Health Care, Semi-Private or Dental benefits.

(Note: If the above proposal is satisfactory to HOOPP and Revenue Canada)

Any party may discontinue the special circumstance arrangement with notice 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                | Civic Holiday    |
| Family Day (3rd Mon. in Feb.) | Labour Day       |
| Good Friday                   | Thanksgiving Day |
| Easter Monday                 | Remembrance Day  |
| Victoria Day                  | Christmas Day    |
| Canada Day (July 1)           | Boxing Day       |

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.

18.02 In order to qualify for pay for a holiday, a full-time employee shall complete her 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 approved, unpaid leave of absence not exceeding fourteen (14) consecutive calendar days.

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

An employee receiving Workplace and Safety Insurance Benefits for the day of the holiday shall not be entitled to receive payment of the holiday.

- 18.03
- (a) A full-time employee who works on a paid holiday shall be paid time and one-half (1-1/2) 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 (1-1/2) her or his regular rate of pay for hours worked.

18.04 When a paid holiday falls within an employee's vacation period it shall be added to her vacation or scheduled at a mutually agreeable time.

## **ARTICLE 19 - VACATIONS**

19.01 All full-time employees shall receive vacation with pay based on length of full-time continuous service as follows:

- (a) Employees with less than one (1) year of completed continuous service shall be entitled to accrue an annual vacation at the rate of 1.25 days with pay at their regular straight time hourly rate for each completed month of service to a maximum vacation entitlement of fifteen (15) working days during the vacation year.
- (b) Employees with one (1) year of completed continuous service but less than eleven (11) 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) years of completed continuous service but less than twenty-one (21) 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-one (21) years of completed continuous service but less than twenty-eight (28) 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-eight (28) or more years of completed continuous service shall be entitled to accrue an annual vacation of seven (7) weeks with pay at their regular straight time hourly rate during the vacation year.
- 19.02
- (a) Vacation entitlement for part-time employees shall be determined on the basis of fifteen hundred (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 (6, 8, 10, 12 or 14%) of their gross earnings for the two week period.
- 19.03
- Where an employee is absent from work without pay, in excess of thirty (30) continuous calendar days, her vacation entitlement for that year will be reduced in proportion to the period of the absence except as provided by Article 12.04.
- 19.04
- (a) An employee shall request vacation in writing to her Manager or his/her designate. Vacation period shall be arranged with the employee's Manager or his/her designate, consideration being given to the efficient operational requirements.
  - (b) An employee requesting to cancel her scheduled vacation, must make her request in writing to her Manager or his/her designate at least two (2) working days prior to the commencement of the scheduled vacation. The decision to approve the request for cancellation will be made by the Manager or his/her designate and be communicated to the employee prior to the start of the scheduled vacation.
  - (c) 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 1<sup>st</sup> to December 31<sup>st</sup> of the following year. Seniority shall only apply in selection of preference made known during the period October 1st to October 15th. Approved vacation schedules for the period January 1<sup>st</sup> to December 31<sup>st</sup> of the following year will be posted by no later than November 15th.
  - (d) Requests made after October 15th shall be submitted in writing by the employee to her or his Manager or his/her designate and will be granted on a first requested – first approved basis. A written reply, either denying or

approving the employee's vacation request, shall be given by the Manager or his/her designate within two (2) weeks of the employee's written request.

- 19.05 (a) All vacation accrued by December 31st of one year must be taken by no later than December 31st of the following year. Subject to the approval of the, Manager or his/her designate, an employee may be granted for special circumstances a request that up to two (2) weeks of her vacation be carried over for one (1) additional year.
- (b) A full-time employee who has completed their probationary period may be granted up to one (1) week of their vacation entitlement in advance in the year in which it is accrued. However should the employee who has taken vacation in advance subsequently cease to be employed, or transfer to a position that does not accrue vacation time with pay, any unearned portion of vacation which has been taken shall be deducted from the employee's last pay. The employee shall reimburse the Hospital for any outstanding amount owing should the last pay not fully cover the unearned portion of vacation which the employee has been previously advanced.
- 19.06 (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 this provision will not be counted against the employee's vacation credits.
- (b) 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 as sick leave.
- (c) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.07. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- 19.07 The value of any vacation entitlement earned but not used shall be added to the employee's terminal pay cheque.
- 19.08 Vacations may be taken as earned in allotment of weeks or in single days or multiples thereof. Vacation may commence on any day of the week. It is understood that all vacation entitlements shall be calculated on a "real time" basis.

## **ARTICLE 20 - HEALTH AND WELFARE 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) Extended Health Care

The Hospital agrees to contribute on behalf of each full-time eligible employee in the Hospital one hundred percent (100%) of the billed premium under the Liberty Health Extended Health Care Plan, (twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family deductible), with vision four hundred dollars (\$400) every 24 months, inclusive of Laser, or other corrective surgery/procedure which shall be included in the overall vision maximum allowance.

As well, eye exams by an optometrist/ophthalmologist will be covered to a maximum of one hundred dollars (\$100.00) every 24 months and hearing aid four hundred dollars (\$400.00) per person every thirty-six (36) months effective June 13, 2016.

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

Coverage for Chiropractor, Naturopath, Massage Therapist, Osteopath and Podiatrist to a maximum of three hundred dollars (\$300.00) per calendar year, per insured for each practitioner.

Coverage for Physiotherapy to a maximum of three hundred dollars (\$300.00) per calendar year, per insured for each practitioner.

Smoking Cessation aids – if prescribed by a physician whether OTC or prescription only - \$300.00 lifetime maximum per insured person.

The Plan shall provide for coverage of Formulary 3 listed prescription drugs and shall limit the maximum amount of reimbursement for the dispensing fee charged in the filling of a prescription to a maximum amount of nine dollars (\$9.00).

(c) 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 ninety percent (90%) of the billed premium and such employees shall pay the remaining premium through payroll deductions.

(d) Pension Plan

All eligible employees may enrol in the Hospitals of Ontario Pension Plan in accordance with the terms and conditions of such Plan.

(e) Dental Plan

Full-time eligible employees shall be entitled to participate in the Group Dental Plan (Liberty Health Dental Plan or its equivalent), based on the current O.D.A. Fee Schedule as the schedule is amended from time to time, subject to the terms and conditions of the Plan.

This Liberty Health Dental Plan will be Plan #9 or its equivalent and coverage will be based on the current O.D.A. Fee Schedule. The Plan shall limit recall visits for adults only covered under the Plan to a minimum of nine (9) months between recalls and provide for orthodontia 50/50 co-insurance with one thousand five hundred dollars (\$1500.00) maximum per insured lifetime coverage. The Dental Plan shall include complete and partial dentures at 50/50 co-insurance to one thousand (\$1,000) dollar maximum per person annually; and Blue Cross Rider #4 – (Crowns, bridgework and repairs to same) at 50/50 co-insurance to one thousand five hundred (\$1,500) dollars maximum per person annually.

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

(f) Long Term Disability

Full-time employees shall enrol in the Group Long Term Disability Insurance Plan. The Hospital shall contribute seventy-five percent (75%) of the billed premium towards coverage of the eligible full-time employees under the Plan in the employment of the Hospital and such employees shall pay the remaining premium through payroll deductions.

(g) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after January 2014 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.

(h) The Hospital shall continue to pay the premiums for benefits plans under Articles 20 and 16 for employees who are on paid leave of absence or on WSIB or at any time when salary is received. Such payment shall also continue while the employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced.

Employees who are on layoff may continue to participate in the benefit plan, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one (1) year.

- 20.02 The Hospital, may, at any time, substitute another carrier for any Plan provided that the benefits conferred thereunder are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Union.
- 20.03 The Hospital will provide the Union and each employee with information booklets outlining all of the benefit plans defined in this Article. The Hospital will provide the Union with copies of the master agreements upon request. Where there is any discrepancy between the information booklets and the insurance policy, the insurance policy shall govern.
- 20.04 In the event of a layoff of an employee, the Hospital shall pay its share of the insured benefit premiums up to the end of the month in which the layoff occurs.
- Thereafter, such employee may continue to participate in the Benefit plans, at her or his request, provided she or he makes arrangements for full payment of the benefit premiums. It is understood that such participation will be limited to a period of six (6) months.
- 20.05 Semi-private hospital insurance, extended health care 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 (70<sup>th</sup>) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

## **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 Bargaining Unit.
- 21.02 **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 Manager or his/her designate. Such consent will not be unreasonably withheld.
- 21.03 Current provisions in existing Hospital policies relating to the provisions of x-rays, laboratory work, immunization injections, gamma globulin and hepatitis vaccine shall be continued.
- 21.04 **Notice of Address Changes**
- It is the employee's responsibility to provide the Hospital with her current home address and telephone number.



## **ARTICLE 22 - COMPENSATION**

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

### 22.02 Progression on the Salary Grid

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

### 22.03 Rules Concerning Previous Experience

Upon the successful completion of the employee's probationary period, the Hospital will recognize retroactively to date of hire prior recent, related clinical experience for all employees on the basis of one (1) annual service increment level for each year of prior experience up to the maximum rate of the salary grid.

In the case of prior part-time or casual experience, the employee's prior recent, related clinical experience shall be calculated on the basis of fifteen hundred (1500) hours worked equals one (1) year of full time service. Any claim for recognition of prior recent, related clinical experience must be made in writing by the employee at the time of hiring or prior to completion of her or his probationary period. The employee 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 the probationary period.

If a period of more than two (2) years has elapsed since the employee has occupied a full-time or part-time position, then the number of increments to be recognized paid and as provided above, if any, shall be at the discretion of the Hospital.

For clarification purposes, the Hospital will review the employee's prior related out of province and/or out of country experience to determine if it is acceptable under the provisions of this article.

- 22.04 (a) A full-time employee whose status is altered to that of part-time will assume her same level on the part-time grid for that classification.
- (b) A part-time employee whose status is altered to that of full-time will assume her same level on the full-time grid for that classification.
- (c) For the purposes of this clause, an employee whose status is so altered will be given credit for service accumulated since date of last advancement.

## 22.05 New Job Classifications

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Bargaining Unit of the same. If the Bargaining Unit challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall notify the Union and agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

## 22.06 Percentage in Lieu of Benefits (Part-time Employees)

- (a) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement, for all regular and casual part-time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%

- (b) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in the Hospitals of Ontario Pension Plan when eligible in

accordance with its terms and conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is 9%.

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13% as applicable which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

22.07

Retroactivity

- (a) Unless otherwise specifically noted, all amendments to the Collective Agreement shall be effective June 13, 2016. Retroactivity shall only apply, unless otherwise specified, for salary rates only, for all hours paid from January 1, 2014, until the date the salary rates are increased. Such retroactivity shall be paid within four (4) full pay periods. Any new employees hired since January 1, 2014, shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment.
- (b) For those no longer in the employ of the Hospital, the Hospital shall give notice of their entitlement to retroactive increases by ordinary mail, or if mail is not available, by any other method the Hospital chooses, provided the Union is notified, to the last place of residence listed in the Hospital's records, with a copy of the notice sent to the Union. Such employees shall have a period of thirty (30) calendar days after mailing of the notice in which to claim such adjustments, and not thereafter.
- (c) The Hospital shall provide an itemized statement showing the number of hours on which retroactivity has been paid, the amount per hour of this payment, and the amounts of retroactive payments for each item other than salary.

22.08

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that she will receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted).

22.09

- (a) Employees who are required to wear safety shoes shall be reimbursed an amount not to exceed eighty dollars (\$80.00) annually for the purchase of a new pair of safety shoes provided that they submit a current receipt.
- (b) Notwithstanding section (a) above, where excessive wear or damage has occurred to the safety shoes in the workplace to warrant replacement, upon prior approval of the Manager, the employee shall be reimbursed an amount not to exceed eighty dollars (\$80.00) for the purchase of a replacement pair of safety shoes at an earlier date.

**ARTICLE 23 - DURATION**

23.01            This Agreement shall continue in effect until December 31, 2015, 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 London, Ontario, this 16th day of January, 2017.

FOR THE HOSPITAL

FOR THE UNION

Angela Hodgson

Philip Sarides  
Labour Relations Officer

Andrew Pearson

Janice Bell

Kim Crawford

Angela Rulton

\_\_\_\_\_

Marc Fayle

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"  
HOURLY WAGE RATES**

**RADIATION THERAPIST AND DOSIMETRIST**

**Hourly Salary Rates**

| <b>Step</b>   | <b>Effective<br/><u>January 1/2014</u></b> | <b>Effective<br/><u>January 1/2015</u></b> |
|---------------|--|--|
| Start         | \$31.39                                    | \$31.83                                    |
| After 1 year  | \$32.35                                    | \$32.80                                    |
| After 2 years | \$33.82                                    | \$34.29                                    |
| After 3 Years | \$35.65                                    | \$36.15                                    |
| After 4 Years | \$37.47                                    | \$37.99                                    |
| After 5 Years | \$39.31                                    | \$39.86                                    |
| After 6 Years | \$43.01                                    | \$43.61                                    |

**CLINICAL INSTRUCTOR – RADIATION THERAPY**

**Hourly Salary Rates**

| <b>Step</b>   | <b>Effective<br/><u>January 1/2014</u></b> | <b>Effective<br/><u>January 1/2015</u></b> |
|---------------|--|--|
| Start         | \$33.28                                    | \$33.75                                    |
| After 1 year  | \$34.29                                    | \$34.77                                    |
| After 2 years | \$35.84                                    | \$36.34                                    |
| After 3 Years | \$37.79                                    | \$38.32                                    |
| After 4 Years | \$39.72                                    | \$40.28                                    |
| After 5 Years | \$41.67                                    | \$42.25                                    |
| After 6 Years | \$45.59                                    | \$46.23                                    |

**ADVANCED PRACTICE RADIATION THERAPIST**

**Hourly Salary Rates**

| <b>Step</b>   | <b>Effective<br/><u>January 1/2014</u></b> | <b>Effective<br/><u>January 1/2015</u></b> |
|---------------|--|--|
| Start         | \$39.15                                    | \$39.70                                    |
| After 1 year  | \$41.11                                    | \$41.69                                    |
| After 2 years | \$43.07                                    | \$43.67                                    |
| After 3 Years | \$45.03                                    | \$45.66                                    |
| After 4 Years | \$46.99                                    | \$47.65                                    |
| After 5 Years | \$48.94                                    | \$49.63                                    |

**APPENDIX A**  
**ONA ALLIED PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

**SECTION 1: GENERAL INFORMATION**

Name of Employee(s) Reporting:

Employer: \_\_\_\_\_ 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 [<http://www.cmрто.org/practice/standards-practice.asp>], 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:

|                                    |                              |                             |                   |                 |
|------------------------------------|------------------------------|-----------------------------|-------------------|-----------------|
| <b># Regular Staff:</b>            | MRT(T)                       | Physicist                   | PFC               | Service Support |
| <b># Actual Staff:</b>             | MRT(T)                       | Physicist                   | PFC               | Service Support |
| <b>Students</b>                    | Yes <input type="checkbox"/> | No <input type="checkbox"/> | How many?         |                 |
| <b>Junior Staff (&lt; 3 years)</b> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | How many?         |                 |
| <b>MRT(T) Staff Overtime:</b>      | 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:

- Change in 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 booking timeslots      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 issue 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)**

Was it resolved?    Yes        No   

#### SECTION 6: RECOMMENDATIONS

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

- In-service                       Orientation                       Review MRT(T)/patient ratio
- Change in Protocols       Float/casual pool               Review policies & Processes
- Change Start/Stop times of shift(s). Please specify: \_\_\_\_\_
- 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: **(Box will expand as you type)**

### SECTION 7: EMPLOYEE SIGNATURES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association 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 ASSOCIATION COMMITTEE (LMAC)

Members of LMAC

#### ONA MRT(T) PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM 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 MRT(T)s 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

- (1) At the time the workload issue occurs, discuss the matter within the Unit/Area to develop strategies to meet patient care needs using current resources. Using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. team coordinator/process development leader) who has responsibility for timely resolution of workload issues.

- (2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with the Manager (or designate) on the next day both the employee and Manager (or designate) are working or within five (5) calendar days, whichever is sooner, and complete the form.
- (3) When meeting with the manager, you may request the assistance of a Union representative to support / assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- (4) Failing resolution, **SUBMIT** a professional responsibility workload report form to the Labour Management Association Committee within twenty (20) calendar days from the date of the Manager's response or when she or she ought to have responded. **(SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)**
- (5) The Labour Management Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (6) If the issue is not resolved at the meeting in (5) above, the form may be forwarded to an independent assessment committee within the requisite number of days of the meeting in (5) above, as outlined in your Collective Agreement.
- (7) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

#### **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.cmрто.org/practice/standards-practice.asp>] you believe to be at risk.
- 6) Do not, under any circumstances, identify patients.

## APPENDIX B O.N.A. GRIEVANCE FORM

| ONTARIO NURSES' ASSOCIATION<br>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO<br>GRIEVANCE REPORT / RAPPORT DE GRIEF  |   | STEP<br>ÉTAPE   | DATE SUBMITTED TO EMPLOYER<br>DATE DE SOUMISSION À L'EMPLOYEUR |
|---|---|---|--|
| ONA LOCAL SECTION LOCALE DE L'AIIO<br>GRIEVOR PLAIGNANTE<br>DEPARTMENT SERVICE  | EMPLOYER EMPLOYEUR  | 1.<br>2.<br>3.  |  |
|   |   | GRIEVANCE NO.<br>N° DU GRIEF  |  |
| NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT   |   |   |  |
| SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ  |   |   |  |
| SIGNATURE OF GRIEVOR:<br>SIGNATURE DE LA PLAIGNANTE:  |   | SIGNATURE OF ASSOCIATION REP:<br>SIGNATURE DE LA RÉP. DE L'AIIO:  |  |
| STEP ONE<br>PREMIÈRE ÉTAPE  | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR                        | DATE RECEIVED FROM THE UNION:<br>DATE DE RÉCEPTION DU SYNDICAT:   |  |
| ▶   | DATE RECEIVED BY THE UNION:<br>DATE DE RÉCEPTION PAR LE SYNDICAT: | DATE SUBMITTED TO THE UNION:<br>DATE DE SOUMISSION AU SYNDICAT:   |  |
|   |   | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE<br>SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR: |  |
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| ON-09 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR<br>DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE |   |   |  |

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCE CENTRE  
(LONDON REGIONAL CANCER PROGRAM)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Mentorship Program

Whereas the parties agree a Radiation Therapist and Dosimetrist mentorship program will be in effect from the date of this signed agreement to the expiry of the collective agreement December 31, 2013;

Therefore the parties agree as follows:

1. "Mentorship" is a formal supportive relationship between the two (2) Radiation Therapists or two (2) Dosimetrists, which enhances the professional growth and development of employee to maximize his/her clinical practice.
2. The mentorship involves a three-way arrangement between the Hospital, the employee being mentored and the employee doing the mentoring. This mentorship relationship is time limited, focused on goal achievement and is unique to each mentorship experience.
3. Each party (the Hospital, the employee doing the mentoring and the employee being mentored) is expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the employee being mentored and as such may not be consistent for all employees being mentored.
4. The length of each mentorship arrangement will be individually defined dependent upon the goals for each employee being mentored.
5. Mentoring assignments will normally consist of full shifts, however, it is also possible that mentorship assignments can be for less than a full shift and/or scheduled on an intermittent or one-time basis.
6. It is also possible that more than one mentor may be assigned to an employee being mentored during the course of the mentorship arrangement.
7. Mentorship does not include supervising the activities of students, providing guidance and advice to members of the multi-disciplinary health care team, interaction with other Radiation Therapists or Dosimetrists and other multidisciplinary colleagues, orientation to the organization or general functioning of the unit.

8. A mentorship relationship includes the employee doing the mentoring to:
  - a) Plan the mentorship experience based on the learning needs of the employee being mentored, including the identification and co-ordination of learning opportunities with other healthcare providers.
  - b) Assess the ongoing competence/development of competencies of the employee being mentored, including assessments of competence gaps, risk management in relation to patient care and co-ordination of learning experiences.
  - c) Assist and support the employee being mentored to effectively meet patient care needs.
  - d) Be responsible for the management of learning for the employee being mentored.
  - e) Participate in direct skill transfer where there is responsibility for the management of learning for the employee being mentored.
  - f) Evaluate the learning experience of the employee being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management and the mentee regarding progress towards goal achievement.
  
9. The Hospital may implement a mentorship relationship at any time during an employee's employment when:
  - a) The employee is experiencing difficulty in meeting standards of practice.
  - b) The leader has identified the employee has a competency gap. For clarification, the employee can identify his/her competency gap; however, in order for him/her to be eligible for a mentorship relationship he/she must discuss the competency gap with his/her leader and the mentorship relationship be approved by his/her leader.
  - c) One-on-one management of the learning experience from an expert/experienced Radiation Therapist or Dosimetrist will be of assistance.
  - d) Other circumstance that may arise where the Hospital determines that an employee requires mentoring.
  
10. The Hospital selects and assigns the mentor for a given mentoring relationship. The Hospital will provide, on a regular basis, all Radiation Therapist and Dosimetrists with an opportunity to indicate their interest in writing in assuming a mentorship role, through a mechanism determined by the parties. The Hospital selects and assigns the mentor for a given mentorship relationship. During the mentor selection process the Hospital will meet with the mentee so that he/she may provide input regarding the individual selected as the mentor. At the request of any employee, the Hospital will discuss with any unsuccessful Radiation Therapist or Dosimetrist ways in which he/she may be successful for future opportunities. In the event there are no employees who have expressed interest, the leader can appoint an employee for a given mentorship relationship.
  
11. Prior to the assignment of the mentor, the Hospital and mentor will meet to discuss the mechanism for the parties to have discussion about details of the mentorship arrangement.

Once the assignment has been made the mentor, the Hospital and the employee being mentored will meet to review the plan and identify any gaps or concerns that should be addressed prior to the initiating of the arrangement.

- 12. The Hospital will pay the employee for doing the assigned mentorship responsibility a premium of sixty (60) cents per hour, in addition to his/her regular salary and applicable premium allowance for hours assigned to an employee for such mentorship. For clarification, if the mentee or mentor is absent from work the employee (mentor) who has been assigned the mentorship responsibility will not receive the sixty (60) cents per hour premium.
- 13. This agreement has been made on a without prejudice basis and shall not constitute a precedent for any other circumstance.

Dated at London, Ontario, this 16th day of January, 2017.

FOR THE HOSPITAL

FOR THE UNION

Angela Hodgson

Philip Sarides  
Labour Relations Officer

Andrew Pearson

Janice Bell

Kim Crawford

Angela Rulton

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Marc Fayle

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**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCE CENTRE  
(LONDON REGIONAL CANCER PROGRAM)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Introduction of Extended Tours

Prior to the implementation of an extended shift schedule, the parties agree to meet in order to develop a work schedule which addresses the union's concerns with respect to extended shifts.

Dated at London, Ontario, this 16th day of January, 2017.

FOR THE HOSPITAL

FOR THE UNION

Angela Hodgson

Philip Sarides  
Labour Relations Officer

Andrew Pearson

Janice Bell

Kim Crawford

Angela Rulton

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Marc Fayle

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**SUBJECT MATTER GUIDE**  
**ONA Collective Agreement**  
**Expiry Date: December 31, 2015**

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