

COLLECTIVE AGREEMENT

between

PIPSC – RT Niagara (the “Institute”)

and

Niagara Health System (the “Hospital”)

DURATION: April 1, 2020 to September 30, 2022



**The Professional Institute
of the Public Service
of Canada**

ARTICLE 1 - PURPOSE /RECOGNITION

1.01 Purpose

- (a) The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Niagara Health System (the Hospital) and the Employees covered under this agreement; to provide for on-going means of communication between the Professional Institute of the Public Service of Canada (the Institute) and the Hospital, the prompt disposition of grievances, the final settlement of disputes, to establish and maintain mutually satisfactory salaries, hours of work and any other conditions of employment in accordance with the provisions of this Agreement.
- (b) The Parties recognize that it is in their mutual interest to build positive relationships, which create and maintain a harmonious and positive labour relations working environment within the Hospital.

1.02 Recognition

The Hospital recognizes the Professional Institute of the Public Service of Canada as the exclusive bargaining agent of all employees employed in the following classification: Radiation Therapists, Dosimetrists, save and except supervisors, persons above the rank of supervisor.

ARTICLE 2 - DEFINITIONS

- 2.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used in this Agreement, it may be deemed to mean plural and vice versa.

2.02 Full-Time Employee

A full-time employee is an employee regularly scheduled for thirty-seven and one-half (37½) hours per week.

2.03 Part-Time Employee

A regular part-time employee is an employee regularly scheduled for less than thirty-seven and one-half (37½) hours per week and who makes a commitment to the Hospital to be available on a regular predetermined basis as required and scheduled to work by the Hospital.

2.04 Site

Site means the buildings, employees and activities at locations where the Hospital conducts business and where work is performed by employees included within the recognition article.

2.05 Parties

“Parties” referred to in this Collective Agreement mean the Institute and the Hospital.

2.06 Casuals

A casual employee is an employee who is employed on a casual or ad hoc, as needed basis. As such, it is understood that casual positions may be terminated when they become operationally

unnecessary, or no shifts have been available for a period of six (6) months. Casual employees are not entitled to accrue seniority or service and will be entitled to receive percentage in lieu of benefits in accordance with Article 20.04.

In the event that a Casual Employee is the successful applicant to a permanent position, they shall be considered as a probationary Employee as provided under Article 10.01 (b). Upon the successful completion of the probationary period in a permanent position to which a casual employee has been the successful applicant, the employee shall be credited with seniority from their date of hire.

The accumulated service of a Casual Employee will be utilized to determine the Casual Employee's hourly wage rate in accordance with Schedule "A". For additional clarity, the accumulated service will be calculated in accordance with Article 2.08 (b).

2.07 Temporary Employee

- (a) A Temporary Employee is one who is appointed to a position or vacancy for a specified term or duration. Temporary Employees may be hired for a specific purpose, for either a definite or an indefinite term, as follows:
 - (i) to replace an Employee who is absent from work, whether because of a personal leave of absence, sick leave, pregnancy leave or otherwise, in which case the period of term employment shall not exceed the absentee's leave, or eighteen (18) months, whichever is the shorter period;
 - or
 - (ii) to perform a special non-recurring task or project, in which case the period of the temporary assignment or employment shall not exceed twenty-four (24) consecutive months.
- (b) The Institute shall be notified in writing of all temporary assignments and/or appointments expected to be twelve (12) months or longer.
- (c) Upon the written consent of the Institute, the period of temporary assignment and/or employment specified in (i) or (ii), above, may be extended for an additional period. In the event that the Hospital extends a temporary assignment and/or appointment, as provided above, the Institute shall be notified in writing at the time the Hospital decides that such an extension will be necessary.
- (d) A newly hired Temporary Employee shall be entitled to receive percentage-in-lieu-of-benefits payments.
- (e) It is understood that a newly hired Temporary Employee may be terminated for any reason during the period of their employment at the sole discretion of the Hospital without recourse to the grievance or arbitration procedure. A Temporary Employee hired to replace an employee who is on approved pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration.
- (f) For greater clarity, 2.07(f) does not apply when existing Employees, including Casual Employees, are appointed to a temporary position or vacancy for a specified term or duration. At the conclusion of their term, existing Employees shall return to their substantive positions.

In the event that a newly hired Temporary Employee is the successful applicant to a permanent position, they shall be considered as a probationary Employee as provided under Article 10.01 (b). Upon the successful completion of the probationary period, the employee shall be credited with seniority from their date of hire.

2.08 Seniority

Seniority is defined as the length of continuous service within the bargaining unit of a full-time or part-time employee.

- (a) based on years of continuous service for full-time employees;
- (b) Seniority and service for a part-time Employee shall be calculated on the basis of 1725 hours worked equals one (1) year of full-time seniority. No part-time Employee shall accrue more than 1725 hours worked of seniority in any one-year period.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01 The Parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The Parties are both committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:
- 3.02
 - (a) The Hospital and the Institute agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the union or activity or lack of activity on behalf of the union or by reason of exercising their rights under the Collective Agreement.
 - (b) It is agreed there will be no discrimination by either Party or by an employee covered by this Agreement with respect to employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, gender identity, gender expression, sexual orientation, age, record of offenses, marital status, family status or as defined within the Ontario Human Rights Code.
- 3.03 It is agreed every employee covered by this Agreement has a right to freedom from harassment in the workplace by either Party or by another employee covered by this Agreement because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, gender identity, gender expression, sexual orientation, age, record of offences, marital status, family status or disability as defined within the Ontario Human Rights Code.
- 3.04 Both Parties agree to abide by the provisions of the Ontario Human Rights Code, as amended.
- 3.05 Harassment and Discrimination
 - (a) The Parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.

- (b) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during their orientation period.
- (c) Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (d) An employee who believes that they have been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.
- (e) The Parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
 - Reviewing the hospital's harassment policy and making joint recommendations to the Parties;
 - Promoting a harassment free workplace where there is 'zero tolerance';
 - Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees;
 - Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee Assistance Programs, staff supports);
 - Providing mechanisms for mediation and/or informal resolution of complaints in a timely and effective manner;
 - Ensuring all incidents or complaints of workplace harassment shall be kept confidential except to the extent necessary to protect Employees, to investigate the complaint or incident, to take corrective action or otherwise as required by law;
 - Development of processes to address the accommodations/ modified work needs for Employees;
 - Development of assertiveness training programs.

3.06 In dealing with physician conduct, the Hospital may incorporate tools, definitions and processes from the College of Physicians and Surgeons' Guidebook for Managing Disruptive Physician Behaviour.

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

ARTICLE 4 - NO STRIKE/NO LOCKOUT

4.01 The Institute agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - UNION SECURITY

- 5.01 The Hospital will deduct from each Employee covered by this Agreement, an amount equal to the regular monthly union dues designated by the Institute.
- 5.02 Such dues shall be deducted monthly and in the case of new Employees, such deductions shall commence on the Employee's first pay following the hire date.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Institute and the Executive Secretary of the Institute shall notify the Hospital of any changes therein and such notification shall be the Hospital's exclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of the union dues by the Hospital, the Institute agrees to indemnify and save harmless the Hospital against any claims or liabilities arising from the operation of this Article 5.
- 5.05 The amounts so deducted shall be remitted monthly to the Section Head, Membership Services of the Institute, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of Employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month. The Hospital agrees to provide the institute with the information in electronic format.
- 5.06 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.
- 5.07 The Hospital agrees that an officer of the Institute or Institute representative shall be allowed up to fifteen (15) minutes during regular working hours to meet with newly hired Employees, to discuss Institute business, during the new Employee's first month of employment.
- 5.08 During the meeting, the Institute will advise each new Employee of the location of the electronic version of the current Collective Agreement and may provide the Employee with membership forms.
- 5.09 The Hospital agrees to provide the Institute adequate bulletin board space at each Hospital site for posting of union notices, minutes and publications.
- 5.10 The Institute agrees there shall be no union activity, solicitation for membership, or collection of union dues on the Hospital's premises except with the written permission of the Hospital or as specifically provided for in this Agreement.

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Institute Stewards

The Hospital agrees to recognize Institute stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with the Institute business provided under this Collective Agreement.

Institute stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, an Institute steward is required to enter an area within the Hospital in which they are not ordinarily employed, they shall report their presence to the supervisor in the area immediately

upon entering it. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. An Institute steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

6.02 Labour Management Committee

The Parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each Party as mutually agreed, but in any event, there shall be no greater than four (4) representatives for each Party and shall meet at a time and place mutually satisfactory. The Parties agree that ad hoc guests may be invited, as required. The Committee shall meet at least every three (3) months, with the dates being determined at the beginning of each calendar year. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

6.03 Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of up to three (3) members to be elected or appointed from the bargaining unit. The purpose of the Committee shall be to negotiate a renewal of their Collective Agreement. The Hospital agrees that members of the Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to and including conciliation.

6.04 List of Institute Representatives

The Institute agrees to provide and maintain an up-to-date list of all Institute Representatives (including Institute Stewards, Institute Executive, Labour/Management Committee and Negotiation Committee) to Labour Relations.

6.05 Hospital Committees

Where employees attend meetings of Hospital committees at the invitation and request of the Employer, their attendance shall be without loss of regular wages. Time in attendance shall not be counted towards overtime.

ARTICLE 7 - HEALTH AND SAFETY

7.01 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as member of its Occupational Health and Safety Committee, one (1) representative at each site, as selected or appointed by the Institute from the bargaining unit.

7.02 It is agreed that the Hospital, the Institute and the employees shall co-operate to the fullest extent possible in the prevention of accidents, in the reasonable promotion and maintenance of safety and health of all employees and in observing all safety rules and practices.

7.03 The Hospital agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions.

7.04 Meetings shall be held every quarter or more frequently upon agreement of the co-chairs.

7.05 The Committee shall maintain minutes of all meetings and make the same available for review.

7.06 Committee members shall serve for a term of at least two (2) calendar years from date of appointment.

7.07 Time off for committee members to attend meetings of the Joint Health and Safety Committee shall be granted and their attendance at meetings shall be without loss of regular wages. If a committee member attends on their own time, they will be paid at their straight time or overtime rate of pay as may be appropriate for the duration of the meeting.

7.08 A member of a committee is entitled to:

- (a) one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting;
- (b) such time as is necessary to attend meetings of the Committee; and
- (c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as Amended from time to time.

A member of a Committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

7.09 The Hospital will ensure that there is at least 1 bargaining unit member certified, as described in the Occupational Health and Safety Act R.S.O 1990, as amended from time to time. Such member will be selected or appointed by the Institute.

7.10 The Institute is committed to obtaining the full co-operation of its membership in observing all safety rules and procedures.

7.11 The Hospital shall ensure that the equipment, materials and protective devices as prescribed are provided.

The Hospital will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the Parties may, in writing, agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.

The employee shall use or wear the equipment, protective devices or clothing that the Hospital requires to be used or worn.

When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risks and protects employees.

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

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.

Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, a risk to the pregnancy and/or unborn child

is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

7.12 The Parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

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

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

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

(ii) Musculoskeletal Injury Prevention

(iii) Needle Stick Injury Prevention

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

7.13 Violence in the Workplace

The Employer and the Institute agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

The Employer will notify the union of all incidents related to violence within four (4) days. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

The Employer and the Union shall ensure that any employee involved in an abusive/violent/traumatic situation will be provided with a debriefing session.

The Employer has and will maintain policies and procedures that support a violence prevention program to minimize the risk of violence or potential violence from patients, visitors/family members or any person in the workplace.

The Employer agrees to provide training on violence prevention developed in consultation with the Joint Health and Safety Committee on an annual basis for all employees.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

- 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 a local Institute representative, if available. Representation may be provided via teleconference.
- 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 their immediate Supervisor the opportunity of responding to the complaint. Such complaint shall be discussed with their immediate Supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee.

Failing settlement of the complaint within nine (9) calendar days of being so discussed with the immediate Supervisor, it may then be taken up as a written grievance at Step No. 1, within nine (9) calendar days following the date on which the Employee has been advised of the Supervisor's decision, or failing any reply it may then be taken up as a written grievance at Step No. 1 within a period of fourteen (14) calendar days following the initial complaint.

Step 1

The Employee, with the assistance of a Institute representative, if available, may submit a written grievance, signed by the Employee, to the Manager. The nature of the grievance, the remedy sought and the section or sections of the Agreement, which are alleged, to have been violated shall be set out in the grievance. The Parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both Parties. The Manager will deliver the decision in writing within nine (9) calendar days following the day on which the grievance was presented to the Manager (or any longer period which may be mutually agreed). Failing settlement, the next step in the grievance procedure may be taken.

Step 2

Within nine (9) calendar days following the decision under Step 1, the Employee, with the assistance of an Institute representative, if available, may submit the written grievance to the Hospital's designated Hospital Representative for Step 2. A meeting will then be held, within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the Parties, between the Hospital's Management Representatives and up to two (2) Institute representatives. It is understood that the Grievor may attend 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 Institute concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fourteen (14) calendar days from the time that the circumstances giving rise to the complaint or grievance were known or should have been known to the Institute or the Hospital, and the grievance process shall apply, with any necessary modifications, to the union policy grievance or the Hospital grievance, as the case may be. A member of the Institute Executive and/or an Institute Staff Representative shall sign a union policy grievance.
- 8.05 Where a number of Employees in the Hospital have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance in writing signed by each Employee who is grieving to the Manager responsible for their department, or alternate, within fourteen (14) calendar days after the circumstances giving rise to the grievance were known or ought reasonably to have been known to the Employees. The grievance shall then be

treated, as being initiated at Step 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 for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary Employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

The Hospital agrees to provide written reasons for the release of a probationary Employee within nine (9) days of such release.

The Hospital agrees to provide written reasons within nine (9) calendar days to the affected Employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed their probationary period, without just cause.

A claim by the Institute that an Employee, who has completed their probationary period, has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the designated Hospital Representative at Step 2 within nine (9) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (i) confirming the Hospital's action in dismissing the Employee; or
- (ii) reinstating the Employee with or without loss of seniority and with or without full compensation for the time lost; or
- (iii) any other arrangement which may be deemed just and equitable.

- 8.07 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- 8.08 Either Party may notify the other Party in writing of its desire to submit the grievance to arbitration. Upon receipt of the notice, the other Party shall acknowledge receipt in writing. Both parties shall then endeavour to select an impartial arbitrator to hear and resolve the grievance. Should the Parties be unable to agree on an arbitrator within fourteen (14) calendar days after receipt of the request, either Party may then request the Ministry of Labour for the Province of Ontario to appoint a sole arbitrator.

- 8.09 Upon mutual agreement of the Parties in writing, an Arbitration Board composed of one nominee from each Party and a Chairperson appointed by the nominees may be substituted for a sole arbitrator. The time limits and procedures set out in Articles 8.06 and 8.07 shall apply to the appointment of nominees and the Chairperson. Each Party will pay the fees and expenses, if any, of its own nominee and shall share equally the fees and expenses, if any, of the Chairperson.

- 8.10 The arbitrator shall hear and determine the grievance. The decision of the arbitrator shall be final and binding upon the Parties and upon the Employee(s) affected by it.

- 8.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 8.12 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement
- 8.13 Each Party will share equally the fees and expenses, if any, of the arbitrator.
- 8.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the Parties, shall result in the grievance being deemed to have been abandoned.
- 8.15 The Parties may agree to waive or extend any of the time limits established in the grievance and arbitration procedures.
- 8.16 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the times specified, provided that the Parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a Party within the specified time limit in the grievance procedure, the other Party may submit the grievance to the next step of the grievance procedure.
- 8.17 Paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance or Arbitration Procedures where the reference is calendar days.

ARTICLE 9 – ACCESS TO HUMAN RESOURCES FILE

9.01 Letters of Reprimand

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months after the date of the letter of reprimand, end of suspension or other disciplinary action, provided that the employee has not incurred further discipline within twelve (12) months. Leaves of absence in excess of thirty (30) consecutive calendar days will not count towards the eighteen (18) month period.

9.02 Access to Employee Personnel File

Documents relevant to an Employee and their employment with the Hospital shall be retained in the Employee's Personnel File.

Each employee shall have reasonable access to their Employee Personnel file for the purpose of reviewing the content in the presence of a Human Resources representative or designate. An employee has the right to request copies of any evaluations on this file.

- 9.03 A copy of any completed evaluation, which is to be placed in an Employee's Personnel 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 their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the Employee. A copy of the evaluation will be provided to the Employee at their request.

- 9.04 An Employee has the right to respond, in writing, to any document contained within the Employee Personnel File within two (2) weeks of receipt of the document. Such a reply shall remain part of the permanent record as long as the original document being referred to remains part of the file.

Should an employee report a document that is missing from their file, Human Resources will endeavour to rectify the omission.

ARTICLE 10 - SENIORITY

10.01 Seniority

- (a) Seniority is defined as the length of continuous service within the bargaining unit of a full-time or part-time employee.
- (b) Probationary Period
Each newly hired full-time Employee shall serve a probationary period of six (6) consecutive calendar months worked (975 hours paid in the case of a part-time Employee) of continuous employment from the date of last hire. With the written consent of the Hospital and the Institute, such probationary period may be extended. After the successful completion of the probationary period, seniority shall be effective from the date of last hire. Thereafter, seniority shall accrue as set out in this Agreement.
- (c) An Employee who transfers from part-time status to full-time status, or vice versa, shall not be required to serve a probationary period where she has previously completed one since their last date of hire. The number of hours worked immediately preceding the transfer shall be credited towards the probationary period if the probationary period has not yet been completed.

10.02 Seniority Lists

- (a) A seniority list for full-time and part-time bargaining unit Employees who have completed their probationary period shall be prepared by the Hospital as of December 31st of each year and shall be posted on the Hospital's Institute bulletin board and one (1) copy sent to the Institute on or before February 1st of the following year. The seniority list shall include each Employee's job classification and status and each Employee's seniority with the Hospital.
- (b) No objection to the seniority list may be taken by the Institute or by any Employee unless notice of objection is given by the Institute or an Employee to the Hospital within one (1) month after the Hospital has posted and furnished to the Institute the seniority lists in which the item first appeared.
- (c) Part-time Employees' seniority will be expressed in terms of total regular hours paid since the most recent date of hire.

10.03

- (a) Seniority and service for a part-time Employee shall be calculated on the basis of 1725 hours worked equals one (1) year of full-time seniority. No part-time Employee shall accrue more than 1725 hours worked of seniority in any one-year period.
- (b) An Employee's full seniority and service shall be retained by the Employee in the event that she is transferred to any SITE, from full-time to part-time or vice versa. An Employee whose status is changed from full-time to part-time shall receive credit for their full seniority and service on the basis of 1725 hours worked for each year of

full-time seniority and service. An Employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority and service for each 1725 hours worked.

10.04

- (a) Except as otherwise provided under the pregnancy leave, family medical 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, family medical leave and parental leave provisions of the Collective Agreement, during an unpaid leave of absence exceeding thirty (30) continuous calendar days, the Employee will become responsible for full payment of the subsidized Employee insured benefits in which the Employee is participating for the period of absence in excess of thirty (30) continuous calendar days, except that the Hospital will continue to pay its share of the premium for up to thirty (30) months while the Employee is in receipt of WSIB benefits.

10.05 An Employee shall lose all service and seniority and their employment deemed to have terminated if the Employee:

- (a) resigns;
- (b) retires in accordance with Hospital policy;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) has been laid off for twenty-four (24) calendar months;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or 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 their intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) is a casual employee who, when contacted by the Hospital, has not been available for five (5) consecutive call-ins. If a casual employee is not available for a call-in within their department/unit due to already being called in to work in another department/unit, or is not available due to being on an approved leave of absence,

it will be understood that such call-in to the employee's department/unit will not be included in the five (5) consecutive call-ins referred to above.

10.06

- (a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months 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 two (2) years shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of two (2) years, they 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 their 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 between the Institute and the Hospital.
- (d) An employee who accepts a transfer under Article 10.06 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

10.07 Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, the layoff of any Employees follows.

ARTICLE 11 – LAYOFF AND RECALL

- 11.01 In the event of a proposed layoff by the Hospital of a permanent or long term nature affecting full-time and/or regular part-time Employees, the Hospital will:

- (a) provide the Institute with no less than four months (4) notice of such layoff and;
- (b) meet with the Institute to review the following:
 - (i) the reasons causing the layoff;
 - (ii) the service, which the Hospital will undertake after the layoff;
 - (iii) the method of implementation including the areas of cutback and the Employees to be laid off.
- (c) In the event of a proposed layoff by the Hospital which is not of a permanent or long term nature or a cutback in service which will result in displacement of regular full-time or regular part-time staff, the Hospital will provide the Institute with no less than 30 calendar days notice. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 17.05 has been complied with, or in

the case of a work disruption. In the case of a work disruption Employees may utilize their accrued vacation and lieu time, if available. If requested, the Hospital will meet with the Institute 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.

- (d) Notice of layoff to Employees shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- (e) Any agreement between the Hospital and the Institute resulting from the review in accordance with Article 11.01 (b) concerning the method of implementation will take precedence over the terms of this Article.

11.02

- (a) In the event of layoff the Hospital shall layoff Employees in the reverse order of their seniority within their classification, providing that there remain on the job Employees who then have the ability and are qualified to perform the work.
- (b) An Employee who is subject to layoff of a permanent or long-term nature shall have the right:
 - (i) to accept the layoff, or
 - (ii) displace an Employee who has lesser bargaining-unit seniority and who is the least senior Employee in a lower or identical-paying classification in the bargaining unit if the Employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such Employee so displaced shall then become the subject of this layoff provision.
- (c) All permanent and temporary vacancies as specified under Article 13 shall be posted in accordance with the relevant provisions of Article 13 prior to any Employee who is on layoff being recalled to such available openings.
- (d) Employees who have been laid off may apply for such posted vacancies. All candidates who apply shall be considered for such vacancies in accordance with the criteria set out under Article 13.03.
- (e) Where there has been no successful applicant to the posted vacancy, an Employee who has been previously laid off shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.

Notwithstanding this provision, upon mutual agreement between the Hospital and the Institute, the requirements to post such available vacancies may be waived or such other arrangement as may be agreed upon shall apply.

11.03 Prior to the layoff of any full-time or regular part-time Employee as provided above, the working hours of the casual, temporary and probationary Employees in the classification affected shall be reduced first.

11.04 Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed sixty (60) working days, but are expected to be of less than six (6) months in duration. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. The period worked in filling such

temporary recall vacancies shall impact upon the original period of recall rights as provided under Article 10.05 (d).

- 11.05 Full-time Employees who have been recalled to a temporary position as provided under Article 11.04 shall be considered as a part-time Employee while filling such a temporary position and as such shall be eligible to receive the percentage in lieu of benefits payment as provided under Article 20.04 during their period of temporary recall provided that the Employee is not in receipt of any Hospital subsidized benefits.

ARTICLE 12 - TECHNOLOGICAL CHANGE

- 12.01 The Hospital undertakes to notify the Institute in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of Employees within the bargaining unit. The Hospital agrees to discuss with the Institute the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon the Employees concerned, which may include the provision of necessary training. Any training fees shall be paid by the Employer and other related costs may be reimbursed in accordance with the Expense Reimbursement Policy.
- 12.02 In the event of the introduction of any technological changes that the Hospital has decided to introduce which will significantly change the status of Employees within the bargaining unit, the Hospital will:
- (a) provide the Institute with no less than ninety (90) calendar days notice of such technological change, and
 - (b) meet with the Institute through the Institute - Management Committee to review the following:
 - (i) the nature of the change;
 - (ii) the details of the project it intends to carry out including the date, which the Hospital plans to effect the change;
 - (iii) the approximate number, type and location of the bargaining unit Employees expected to be directly affected by the change;
 - (iv) the effects the change may be expected to have on the working conditions and terms of employment of Employees directly affected.
 - (c) Article 11 shall apply in the event Employees are subject to layoff due to technological change.

ARTICLE 13 – JOB POSTING

- 13.01 (a) Where a permanent full time or part time position is established or a full time or part time temporary vacancy greater than ninety (90) days occurs which the Hospital requires to be filled, such vacancy shall be posted (via job posting board and/or electronically) for

- a period of seven (7) consecutive calendar days. In filling vacancies consideration shall first be given to bargaining unit members prior to considering external applicants.
- (b) Applications for such vacancies shall be submitted in the manner prescribed by the Hospital in writing within the seven (7) day period of the initial posting.
 - (c) Only regular part-time, casual and temporary full time employees who are within ninety (90) calendar days of the end date of their current assignment, may be considered for full-time temporary positions.
 - (d) Permanent full time employees will not be considered for temporary part time positions regularly scheduled for less than twenty (20) hours per week.
- 13.02 The notice of a job vacancy shall indicate the status of the position (full-time, part-time or temporary position), the classification title, the required skills, ability, experience and qualifications, and the salary rate or range.
- 13.03 (a) The successful candidate shall be selected for the position on the basis of their skills, ability, experience and qualifications. Where these factors are relatively equal amongst Employees considered, seniority shall govern provided that the successful applicant, if any, is qualified to perform the available work. If no qualified Employee applies, the Hospital may then hire a new Employee from outside the bargaining unit. Nothing herein shall prevent the Hospital from temporarily filling or choosing not to fill the vacancy until such time that the successful candidate is available to fill the position.
- (b) Notwithstanding Article 2.06, the accrued seniority for a Casual Employee will be considered for the purposes of this provision.
- 13.04 Where an applicant has been selected in accordance with this Article 13 and they request within a thirty (30) working day period to return to their former job, or it is determined within a thirty (30) working day period that they cannot satisfactorily perform the job to which they were promoted or transferred, the Hospital will return the Employee to their 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.
- 13.05 The name of the successful applicant shall be posted by the Hospital. Unsuccessful internal applicants shall be notified within fourteen (14) calendar days of the successful applicant accepting the position. At the request of an Employee, the Hospital will discuss with an unsuccessful internal applicant ways in which they can improve qualifications for future postings. The successful applicant shall not be considered for any other vacancies during their probationary period or trial period, unless an opportunity arises which allows the Employee to change their permanent status or transfer from a temporary position to a permanent position.
- 13.06 The Hospital shall have the right to fill any vacancy on a temporary basis until the posting procedure has been complied with and/or until arrangements have been made to find a replacement if an internal Hospital applicant has been selected to fill the vacancy and been assigned to the job. In the event that an internal Hospital applicant has been the successful candidate, it is understood that the appointment to a position may be delayed by the Hospital to a maximum period of three (3) months until such time that a replacement has been found, unless a longer period is otherwise agreed to by the Employee concerned.

- 13.07 The Hospital shall not be required to post a vacancy where a position has been posted and a successful applicant has been chosen and subsequently becomes vacant as a result of the trial period in Article 13.04. A new posting need not be completed but the previous applicants will be considered.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Personal Leave

The Hospital will make every reasonable effort to grant personal leave without pay on an individual basis taking into account operational requirements. Such requests will not be unreasonably withheld and are to be made in writing to the manager as far in advance as possible and in any event not less than thirty (30) calendar days prior to the date of leave except in cases of an emergency. Requests for personal leave of absence can only be made by employees with one (1) year of continuous employment. Such requests shall include start and end dates and reason for the leave.

Employees are not permitted to utilize an approved personal leave of absence for reasons other than those provided to the Employer at the time of the request. A breach of this provision will result in loss of employment.

14.02 Institute Leave

- (a) Leave of absence for Institute business without pay shall be granted to employees for the purpose of attending Institute seminars and/or attending Institute business provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.
- (b) In requesting such leave of absence referred to in Article 14.03 (a), the Institute representative must give at least fourteen (14) calendar days notice in writing to the Hospital, unless not reasonably possible to give such notice.
- (c) The cumulative total of leave will not exceed three (3) employees at any one time. It is understood that at the request of the Institute, the Hospital may consider increasing the number of employees off at any one time.
- (d) For the leave without pay for Institute business under the terms of this agreement, including unpaid leave for members of the Negotiating Team, the employee's salary and benefits will be maintained by the Hospital and the Institute will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Institute and the Institute will reimburse the Hospital within reasonable period of time. In addition, seniority and service shall accumulate during such leaves.

14.03 (a) Pregnancy Leave

- (i) Pregnancy leave of seventeen (17) weeks will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to seventy-eight (78) weeks' duration, inclusive of any parental leave.

- (ii) An 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.
- (iii) An employee shall reconfirm their intention to return to work on the date originally approved in (a) (ii) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- (iv) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

(v) Part time employees

The employer will continue to pay the percentage in lieu of benefits for part time employees based on the employee's normal weekly hours for the seventeen (17) weeks pregnancy leave.

(b) Parental Leave

- (i) An employee who becomes a parent of a child (including an adoptive parent) is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (ii) As of December 3, 2017, the *Employment Standards Act, 2000*, provides eligibility for parental leave of up to sixty-one (61) weeks after it began, if the

employee also took pregnancy leave, and sixty-three (63) weeks after it began, otherwise.

- (iii) 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.
- (iv) Subject to Article 14.05, on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on her last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.
- (v) Part time employees
The employer will continue to pay the percentage in lieu of benefits for part time employees based on the employee's normal weekly hours for the ten (10) weeks of the parental leave.

14.04 Return to Work Service Agreement

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

14.05 Prepaid Leave Plan

Employees are eligible to participate in the Hospital's Prepaid Leave Program, funded solely by the Employee, subject to the terms and conditions as set out in the Hospital's Human Resources Policies and Procedures Manual.

14.06 Bereavement

Any employee who notifies the Hospital as soon as possible following the death of a member of their immediate family will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours. The leave shall occur in the nine (9) calendar day period commencing on the first scheduled working day following the date of the notice, or as otherwise agreed between the employee and their supervisor. Employees shall suffer no loss of seniority or service for such leave.

For clarity, such credit shall only apply to bereavement leave without loss of pay. Immediate family, for the purposes of this Article 14.07, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse, and step relation within this definition. "Spouse" for the purposes of bereavement leave will include a partner of the same sex or as defined in the Family Law Act.

- (a) Notwithstanding Article 14.07, individuals will be granted flexibility to distribute their entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.
- (b) An employee who notifies the Hospital as soon as possible following the death of the employee's aunt, uncle, niece or nephew will be granted a bereavement leave of one (1) scheduled working day off without loss of regular pay from regularly scheduled hours. The leave shall be taken on the first scheduled working day following the date of the notice, or as otherwise agreed between the employee and their supervisor.
- (c) Notwithstanding Article 14.07 and 14.07 (a), the Hospital, in its discretion, may extend the periods of leave with or without loss of pay. Furthermore, where an employee does not qualify for bereavement leave in accordance with Article 14.07 or 14.07 (a), the Hospital may, nonetheless, grant a bereavement leave without loss of pay.

14.07 Jury and Witness Duty

If an Employee is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the Employee's duties with 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 they 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.

In addition, where a full-time employee or regular part-time employee is selected for jury duty for a period in excess of one (1) week, they shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

14.08 Meeting with Hospital's Counsel

Where the Hospital requires an employee to attend any meetings with a Hospital's counsel in preparation for a case which either arises from an employee's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings at the Hospital during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of their regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay.

14.9 Other Forms of Leave

- (a) Employees are eligible for various leaves in accordance with the *Employment Standards Act, 2000*, as amended, including:
1. Family Medical Leave
 2. Family Responsibility Leave
 3. Domestic or Sexual Violence Leave
 4. Family Caregiver Leave
 5. Critical Illness Leave
 6. Child Death Leave
 7. Crime-Related Child Disappearance Leave
 8. Organ Donor Leave
 9. Infectious Disease Emergency Leave
 10. Sick Leave
- (b) An employee who is on Family Medical leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Upon the conclusion of an employee's leave, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

ARTICLE 15 – SICK LEAVE

15.01 Sick Leave

- Eligibility for paid sick days commences following three months of continuous service
- Transfers: If an employee transfers status and holds three months of service at the time of transfer, coverage will take place immediately
- Coverage ceases at age 70
- Amount of Benefit Salary Continuance – 100% for Weeks 1-10 (paid by the Hospital)
- Weekly Indemnity – 75% of regular earnings for Weeks 11-20 (administered by the benefit carrier)

- Maximum duration is 20 weeks commencing on the first day of illness/injury
- Weekly Indemnity Premium is 100% Employer-paid
- Premium is reflected on the first pay deposit of each month

When an employee has completed any portion of their regularly scheduled shift prior to going on WSIB benefits, the employee shall be paid for the balance of the shift at their regular straight time hourly rate.

Any dispute which may arise concerning an employee's entitlement to the first ten (10) weeks of short-term benefits may be subject to grievance and arbitration under the provisions of this collective agreement.

An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period of longer than one full pay period may apply to the Hospital for a payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term sick portion of the disability income plan. Payment will be provided only if the employee provides evidence of total disability satisfactory to the Hospital and a written undertaking satisfactory 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 (WSIB). Any payment under this provision will continue for a maximum of ten (10) weeks.

- 15.02 Under the Short-term Disability Plan, no sick pay benefit is payable for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in any calendar year.

15.03 Long-term Disability

The Hospital will pay seventy-five percent (75%) of the billed premium toward coverage of eligible employees under the long-term disability plan, the employee paying the balance of the billed premium through payroll deduction with premiums commencing in the month that benefit coverage begins. The long-term disability benefit shall, subject to the terms and conditions of the plan, provide payment for 65% of pre-disability regular earnings up to a maximum of \$5,000 per month. Long-term disability benefit coverage ceases at age 65 in accordance with the plan terms and conditions.

The Hospital will notify the Institute's Occupational Health & Safety representative when an employee goes on Long-Term Disability (LTD).

15.04 Modified Work

When it has been medically determined that due to disability or illness, an employee is unable to return to full duties of their position, the employee may contact a representative of the Institute to participate in discussions surrounding their return to work and/or the accommodation process. An employee may request the presence of an Institute steward or representative in

return-to-work meetings. The unavailability of the Institute steward or representative will not delay the return to work meeting.

- 15.05 The Hospital will inform the Institute of any Employee who has been assaulted while performing their work within seventy-two (72) hours of Occupational Health receiving an incident report of such assault.

The Hospital will consider requests for reimbursement for damages incurred to the Employee's personal property, such as eyeglasses and clothing as a result of a work-related accident and/or being assaulted during the course of their employment. If requested by the Hospital, the Employee will first seek compensation for such damages from WSIB.

15.06 Notification of Absence

An employee must notify the Employee Absence Line at least one and a half (1.5) hours prior to the commencement of their shift.

Unless a future return date or contact date has been established, it is the responsibility of the employee to notify the Employee Absence Line in accordance with the above before each and every missed shift unless the severity of the employee's illness or injury (if applicable) prevents them from making such call.

15.07 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the Employment Standards Act, 2000 and leaves under Article 14 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

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

ARTICLE 16 – HOURS OF WORK

- 16.01 The standard work day for full-time Employees shall be seven and one-half (7 ½) hours (exclusive of a thirty (30) minute unpaid meal break) and the standard work week for full-time Employees shall be thirty seven and one-half (37 ½) hours (exclusive of unpaid meal breaks). It is

understood that the Hospital may require Employees to work overtime hours subject to operational requirements.

- 16.02 Due to operational requirements, it is recognized that flexible scheduling of an Employee's daily hours of work or weekly hours of work may be required, as determined by the Hospital, in consultation with the Employee.
- 16.03 The Hospital may require part-time Employees to work shifts of four (4) hours or more duration.
- 16.04 The Hospital shall provide the following notice where the identified changes affect an Employee's scheduled daily or weekly hours of work:
- (a) The Hospital shall provide the Institute and Employees who may be affected with a minimum sixty (60)-calendar days advance notice in the event of a permanent change in the days of operation of the Centre.
 - (b) The Hospital shall provide the Institute and Employees who may be affected with a minimum thirty (30)-calendar days advance notice in the event of a permanent change in hours of operation of the Centre.
 - (c) The Hospital shall endeavour to provide the Institute and Employees who may be affected with a minimum fourteen (14) calendar days advance notice in the event of temporary changes in hours due to planned equipment replacement, upgrades or commissioning.
- 16.05
- (a) There shall be two (2) fifteen (15) minute paid rest breaks in each normal daily shift, one during each half (½) shift.
 - (b) There shall be no split shifts without the consent of the Employees concerned.
- 16.06 Area of Assignment
- (a) Areas of assignment shall be understood to mean linear accelerator, simulator, treatment planning and/or other rotational positions as designated by management.
 - (b) Employees shall submit their interest to be placed on a list to be considered for a specific area of assignment. The Hospital shall make this list available to employees.
 - (c) Full-time and regular part-time employees' area of assignment shall be established by the Hospital and posted for employees at least three (3) months in advance.
 - (d) Where, for operational reasons, alterations to the area of assignment must be made, the Hospital will advise the employee so affected as soon as is reasonably possible.
- 16.07 Notwithstanding the provisions of Article 16 above and elsewhere in the collective agreement, the Parties may, upon mutual agreement, in writing, agree to institute alternative flexible work arrangements. The parties recognize that the provisions of Article 16 including a number of other provisions contained elsewhere in the collective agreement may accordingly be amended

in order to accommodate such flexible work arrangements as may be agreed to between the parties.

ARTICLE 17 – OVERTIME AND PREMIUM PAY

17.01 "Overtime" means hours worked in excess of the maximum full-time hours as defined in Article 16.01.

17.02 Payment for Overtime

Payment for overtime shall be at the rate of one and one half (1 ½) times the Employee's basic straight time hourly rate, when authorized by management. Overtime pay may be earned as follows:

- (a) When authorized to be on duty immediately before or after the regular shift.
- (b) When called in for duty on an off-shift to cover a complete shift or part thereof, i.e., normal day off.

Employees who are regularly scheduled to work less than the normal full-time hours of work per week shall not qualify for overtime payment when called in for duty on an assigned day off until they have worked in excess of the standard full-time hours as defined in Article 16.01.

(c) Call-Back

When an Employee who has completed her regularly scheduled tour and left the Hospital is called back from standby for duty outside her regularly scheduled working hours for a short period of time as defined by the Hospital, the Employee will be paid a minimum of four (4) hours pay at one and one-half times her regular straight time hourly rate, except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such case, she will receive time and one-half (1 ½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift. The Hospital will also pay for mileage costs as defined in its policies. In no case will the Hospital pay for more than one call-in within the same four (4) hour period.

- (d) Both Parties recognize that there shall be no pyramiding of overtime or any other premium rates for the same hours of work.
- (e) Employees shall not be required to lay-off on a regularly scheduled day of work in order to equalize any overtime worked.
- (f) Time off in lieu may be taken on a mutually agreed basis between the Employee and the Hospital. Such time off will be the equivalent of the premium rate the Employee has earned for working overtime. Employees shall not be permitted to hold any more than 22.5 hours in their lieu bank.

17.03 Responsibility Pay

When the Hospital temporarily assigns an Employee to carry out a portion of the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half (½) of one shift, the Employee shall receive an allowance of one dollar (\$1) per hour for each hour so worked from the time of the commencement of the assignment.

17.04 On-Call

"On-call" refers to an Employee who is scheduled to be available or on stand-by during their normal time off should their services be required.

It is understood that whenever on-call is required by the Hospital, in normal circumstances, two (2) Employees shall be on call (first and second call) and that the schedules shall be established by the Hospital and posted for all Employees at least three (3) months in advance. Should the Hospital determine that a change is required to the number of Employees to be scheduled on-call, the Hospital shall notify the Institute of such.

An Employee will be paid \$3.30 per hour for the time required to be on-call on weekdays or weekends. An Employee will be paid \$4.90 per hour for the time required to be on-call on paid holidays. When called in to work under this provision, the on-call premium as provided herein shall not be payable for any hours when call- back is paid as provided under Article 17.02 (c).

Employees may switch their on-call assignment with each other with the prior approval of management. Such approval shall not be unreasonably withheld.

All on-call shall be on a voluntary basis. However, in the event there are not sufficient volunteers available at any time when required, it is understood and acknowledged that the Hospital shall have the right to assign Employees to be available for and perform on-call duties as required.

An Employee called back from standby on a paid holiday shall be paid in accordance with Article 17.02 (c) in addition to any holiday pay for which they may have otherwise qualified had they not worked. It is understood that such Employee who is called back on a paid holiday shall not also qualify for the Paid Holiday premium payment for hours worked as provided under Article 17.02 (c) or 17.02(d).

17.05 Premium Payment for Change in Work Schedule

- (a) Shift schedule and/or shifts shall be understood to mean the start and stop times of individual work days.
- (b) Subject to Article 17.05(c), the Hospital shall assign Employees to an area of assignment within the department. Where there are varying shifts within an area of assignment, the Employees so assigned shall arrange the actual shift schedule amongst each other within their area of assignment and submit this schedule in the manner prescribed by the Hospital by no later than one week prior to the start of each week. In the event that there is a conflict between employees with the shift assignment, the Supervisor shall assign the specific shifts required to be filled.
- (c) Employees are expected to arrange exchanges in shifts amongst each other, provided they are qualified to perform the work, where they wish to alter the shift schedule after it is confirmed in accordance with Article 17.05(b). It is understood that such arrangements shall not result in premium payments by the Hospital and are subject to the approval of the employee's Supervisor(s).
- (d) Where the Hospital changes the shift schedule with less than twenty-four (24) hours notice to full-time and regular part-time Employees, the Employee so affected shall be paid at a rate of one and one-half (1 ½) times their straight time hourly rate for all hours on the first shift of the amended schedule. It is understood that this provision shall not

apply to casual Employees or when additional shifts are added to any Employee's schedule, which have not been previously scheduled.

- (e) Notwithstanding Article 17.05 (d), where the change in schedule is the result of a breakdown/malfunction of any equipment, premium pay shall not be applicable to any resulting changes in scheduled shifts.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 (a) For purposes of this Article, an employee shall receive the following twelve (12) paid holidays (each a "Holiday"):

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11th)
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

- (b) An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one half (1½) the employee's regular straight time hourly rate of pay for all hours worked commencing at 2400 hours on the calendar day prior to the paid holiday and ending at 2400 hours on said paid holiday.

Where the employee is required to work on a paid holiday for which she is paid at the rate of time and one-half (1½) her regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled shift for such employee) they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

Articles 18.01 (c), and (d) apply to employees regularly scheduled for twenty (20) hours or more.

- (c) In order to qualify for pay for a Holiday, an employee shall complete their 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:
- (i) legitimate illness or accident which commenced within a month of the date of the holiday;
 - (ii) vacation granted by the Hospital;
 - (iii) the employee's scheduled day off;
 - (iv) a paid leave of absence provided the employee is not otherwise compensated for the Holiday;
 - (v) An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. An employee receiving Workers'

Compensation Benefits for the day of the holiday shall, subject to the above provision, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay;

- (vi) An employee whose normal weekly paid hours would be less than regularly scheduled hours of work as a direct result of their holiday pay being pro-rated shall be scheduled for additional hours up to their regularly scheduled annual hours subject to operational requirements and provided no overtime premium would be incurred. An employee who does not wish to be scheduled for these additional hours shall advise their supervisor in writing by January 30 for the current calendar year.

An employee entitled to Holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled unless they were scheduled to work that day. An employee receiving Workplace Safety Insurance Board (WSIB) benefits for the day of the Holiday shall, subject to the above provision, be entitled to the difference between the amount of the Workplace Safety Insurance Board (WSIB) benefits and the Holiday pay;

An employee whose normal weekly paid hours would be less than regularly scheduled hours of work as a direct result of their Holiday pay being pro-rated shall be scheduled for additional hours up to their regularly scheduled annual hours subject to operational requirements and provided no overtime premium would be incurred. An employee who does not wish to be scheduled for these additional hours shall advise their supervisor in writing by January 30 for the current calendar year.

- (d)
 - (i) An employee required to work on a Holiday and works the Holiday will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of hours for the standard work day as referred to in Article 16.01. It will be understood that to be eligible for a lieu day, the majority of hours worked on the scheduled workday must fall on the Holiday.
 - (ii) A lieu day shall be taken within a period of three (3) months after the date of the Holiday. It is understood the employee and the Hospital will attempt to mutually agree upon the scheduling of such a day. If the employee and Hospital are unable to agree upon the scheduling of such a day, the employee will be paid the Holiday pay entitlement.

- 18.02 For clarity, an employee who is scheduled to work and who works on a day which is designated by the Hospital to be recognized as a holiday or works the actual day of the holiday shall receive one and one-half (1 1/2) times their normal salary for hours worked and will be given a lieu day with pay (payment or banked) to be granted within thirty (30) days of the date on which the holiday was observed. It is understood an employee shall only receive one day paid at one and one-half (1 1/2) times their normal salary for working on either a recognized holiday or the actual holiday but not both.

ARTICLE 19 – VACATION

(Article 19.01(a) is applicable to employees regularly scheduled for twenty (20) hours per week or more)

- 19.01 (a) Employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service.

Employees shall receive four (4) weeks vacation after one (1) year of continuous service.

Employees shall receive five (5) weeks vacation after twelve (12) years of continuous service and six (6) weeks vacation after twenty-one (21) years of continuous service.

Employees shall receive seven (7) weeks vacation after twenty-seven (27) years of continuous service.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their regularly scheduled hours per week. Regular part-time employees working less than 20 hours per week and casual employees will be paid out their accrued vacation pay for the year July 1 to June 30 on the first pay date in August.

All regular part-time employees working less than 20 hours per week shall be entitled to vacation pay, based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year, as specified below:

- i) Up to 1724 hours = 6%
 - ii) 1725 to 20,699 hours = 8%
 - iii) 20,700 to 36,224 hours = 10%
 - iv) 36,225 to 46,574 hours = 12%
 - v) 46,575 hours or more = 14%
- (b) Equivalent years of service shall be used to determine vacation pay entitlement for all employees working less than thirty-seven and a half (37½) hours per week. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1725 hours worked.
- (c) Employees who transfer from full-time to part-time will be paid their outstanding vacation pay on the first pay following the transfer or will schedule any outstanding vacation in accordance with Hospital policy prior to their transfer to part-time status and will then accrue vacation benefits as a part-time employee in accordance with this Article.

19.02 Vacation Interruption

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which

would confine the employee to their residence or bed rest for more than three (3) days. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

When an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 14.08. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

19.03 Terminated Employee

Should an employee terminate with less than two (2) weeks' notice of termination, the vacation pay requirements of the *Employment Standards Act, 2000*, as amended, will apply.

19.04 Carry Over of Vacation Leave

In order to allow effective planning, employees are encouraged to book 100% of their annual vacations through the annual vacation booking process. Employees are required to request at least half of their annual vacation entitlement during the planning process. By May 1st of each calendar year, at the employee's written request they may carry forward into the following vacation year, up to half their hours of earned vacation. It is understood that their hours of carryover will be scheduled, to be taken within the following vacation year.

ARTICLE 20 – BENEFITS

(Note: The provisions of Article 20 are applicable to only those employees regularly scheduled for 20 hours per week or more.)

- 20.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 20.01 subject to their respective terms and conditions including any enrollment requirements. Benefit coverage options available to employees include family or single coverage. For newly hired employees, coverage as set out in Article 20.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed:

(a) Extended Health Care

The Hospital agrees to contribute 75% of the billed premium toward coverage of eligible employees in the active employ of the Hospital under the Green Shield Health Care Benefits Plan or comparable coverage with another carrier providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include:

Drug Plan

The Hospital pays 90% and the employee pays 10% of each eligible prescription drug expense.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug, in which case the reimbursement will be for the prescribed drug.

Paramedical Services

- Physiotherapist or qualified sports therapist up to a combined maximum of \$525 per calendar year, effective October 1, 2019. (Effective October 1, 2020: \$550)
- Psychologist Benefits (includes Masters of Social Work and Counsellor, Non Psychologist) up to a maximum of \$700 per calendar year, effective October 1, 2019. (Effective October 1, 2020: \$800)
- Registered Massage Therapist (medical referral required) up to a maximum of \$500 per calendar year. (Effective October 1, 2021: \$575)
- Speech Therapist (medical referral required) up to a maximum of \$300 per calendar year.
- Chiropractor up to a maximum of \$300 per calendar year. (Effective October 1, 2020: \$350)
- Private Duty Nursing Benefits are eligible to a maximum of \$25,000 per calendar year for the services of a registered nurse (R.N.) or registered practical nurse (R.P.N.) in the home on a full or part shift basis.
- Support Stockings up to a maximum of \$300 per person per calendar year, effective October 1, 2019. (Effective October 1, 2020: \$350)
- Custom Molded Orthotics up to a maximum of \$250 per person per calendar year
- Semi-Private – 100% of the difference in amount between Standard Ward & Semi-Private room charge
- Private Room – 85% of the difference between semi-private and private room (not a suite)

Vision

\$250 every 24 months per person. Eye examinations limited to one exam every 24 months for adults between the ages of 20 and 64 inclusive. Coverage includes laser eye surgery, prescription eye glasses or contact lenses.

Effective October 1, 2018 increase to \$300 every 24 months per person. Eye examinations limited to one exam every 24 months for adults between the ages of 20 and 64 inclusive. Coverage includes laser eye surgery, prescription eye glasses or contact lenses.

Commencement of an employee's benefit period is based on the initial date the employee receives vision benefits. This service date is determined in accordance with the terms and conditions of the benefit carrier.

Audio

Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a maximum of \$500 per lifetime per person. Initial batteries only are eligible.

Effective October 1, 2018, the Extended Health Care Plan shall provide for a cap of \$12.00 on the reimbursement for the dispensing fee in the filling of prescriptions.

(b) Dental

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Green Shield Company or comparable coverage with another carrier. Coverage is based on the current ODA fee schedule with a one year lag.

- No deductible
- Basic and Comprehensive Services Co-insurance: 100% (plan pays 100% of the cost of eligible expenses). Polishing, preventative recall, oral hygiene instruction and re-instruction once every 9 months (once every 6 months for dependent children under age 18 years)
- Major Restorative Services Co-insurance: 50% (employee pays 50% of the cost of eligible expenses). Complete and partial dentures - \$1,000 annual maximum per insured. Crown, bridgework and repairs - \$1,000 annual maximum per insured.
- Orthodontic Services Co-insurance: 50% (employee pays 50% of the cost of eligible expenses). Lifetime maximum of \$2,000 per insured.

(c) Life Insurance

Group Life Insurance

- Participation is mandatory
- Immediate coverage of 2x annual salary upon hire/transfer
- Premium is 100% Employer-paid
- Coverage for active employees who have reached age 65 shall be reduced to the Retiree Life amount of up to a maximum of \$4,500 (based on \$300 for each completed year of service)

Supplemental Life Insurance

- Participation is optional
- Coverage – Employee may choose to purchase 1x in addition to their basic coverage
- Premium – Employee pays 100% of the premium for the additional 1x coverage amount

Optional Life Insurance

- Participation is optional
- Coverage – Employee may choose to purchase coverage for themselves or their spouse in multiples of \$10,000 to a maximum of \$500,000; or for their dependent children (14 days to 19 years), in multiples of \$10,000 to a maximum of \$50,000
- Premium – Employee pays 100% of the premium for the additional coverage based on age, smoking status and gender
- Conversion Option – Option to convert coverage upon termination/retirement to a combined life maximum of \$200,000

All maximums and limitations stated are in Canadian currency. Reimbursement will be made in Canadian funds or U.S. Funds for both providers and employers, based on the country of the payee. For payments that require currency conversion, the rate of exchange used will be the rate in effect on the date of service of the claim.

(d) Same Sex Partner

Coverage will be available to an employee and his or her same sex partner, and their dependants.

20.02 Deluxe Travel Insurance

(Article 20.02 is applicable to only those employees regularly scheduled for twenty (20) hours per week or more)

Premium is 100% Employee Paid.

Participation is Mandatory.

Coverage extends in combination with Extended Health Care to active employees only.

Coverage ceases at age 65 and it is understood that this benefit is exempt from Article 20.08.

20.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Hospital will advise the Union in writing of any change in carrier or underwriter at least thirty (30) days prior to implementing the change.

20.04 Pension

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

20.05 Percentage in Lieu

Part-time employees, other than those employees regularly scheduled for 20 hours per week or more, shall receive in lieu of all benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits), an amount equal to thirteen percent (13%) of his regular straight time hourly rate for all straight time hours paid. For those employees who are members of the Hospital's pension plan, the percentage in lieu of benefits is nine percent (9%).

20.06 Benefits on Sick Leave

The Hospital shall continue to pay the Hospital portion of the benefit premiums while an employee is on sick leave, or in receipt of LTD payments to a maximum of 30 months from the time that the absence commenced. The employee will be required to pay their portion of benefit premiums in order to retain benefits for the first 30 months. To retain benefits beyond

30 months, the employee will be required to pay 100% of the benefit premium. Failure to do so will result in the cancellation of benefit coverage.

20.07 Retirement Benefits

The Hospital will provide to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semiprivate, extended health care and dental benefits. The Employee shall be responsible for one hundred percent (100%) of the billed premiums of these benefits plans.

20.08 Post 65 Benefits

Extended Health Care and Dental Benefits will be extended to eligible employees or employees in the active employ of the hospital from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

ARTICLE 21 – EDUCATION LEAVE

21.01

- (a) Requests for education leave of absence for full-time studies can only be made by employees with two (2) years of continuous employment.
- (b) Leave of absence may be granted for the purpose of further education directly related to the Employee's employment upon written application by the Employee.
- (c) An Employee shall be entitled to time off from regularly scheduled working hours without loss of earnings for the purpose of writing any examinations required by the Employer, in a registered course approved by the Employer in which an Employee is enrolled to upgrade her work related qualifications.
- (d) Leave of absence, with or without loss of regular earnings, service and seniority, from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the Employee's employment may be granted at the discretion of the Employer upon written application by the Employee.
- (e) Approval for such requests will not be unreasonably withheld based on operational needs.
- (f) The Hospital shall pay the cost of an academic or technical course that the Hospital requires the Employee to take.
- (g) The employer shall inform employees of relevant upcoming short courses, workshops or seminars in order to offer the opportunity to attend in accordance with the operational needs of the department and in an equitable fashion to employees. An employee shall inform the Employer of their interest in such training.
- (h) The employer will list known funding opportunities that would assist in financing educational opportunities.

ARTICLE 22 – COMPENSATION

22.01 New Classification

When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Institute of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Institute to permit the Institute to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Institute challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Institute, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this Collective Agreement. Each change in the rate established by the Hospital either through meetings with the Institute or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

Effective the date of ratification, in the event the Institute asserts: (i.) that a new position in the bargaining unit warrants a separate classification or (ii.) that the Hospital has made a substantial change in the job content of an existing position, the Parties shall meet, upon written request by the Institute, within thirty (30) days to permit the Institute to make representations. Where the matter is not resolved following the meeting, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this Collective Agreement. Any remedy, if retroactive, shall be retroactive no earlier than the date of the written request.

22.02 Experience Credit

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every one year of recent, related, full-time experience, as determined by the Hospital.

For the purposes of this Article 22.02, as it applies to employees working less than thirty-seven and one half (37½) hours per week, experience will be calculated on the basis of 1725 hours worked equalling one (1) year of experience.

22.03 Direct Deposit

Wages shall be paid every second Thursday by direct deposit.

ARTICLE 23 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;

- (b) hire, assign, retire, discharge, direct, demote, promote, classify, transfer, lay off, recall and suspend or otherwise discipline Employees who have completed their probationary period, for just cause, provided that any such action contrary to the provisions of the Agreement may be subject to a grievance and dealt with as provided herein;
 - (c) determine, in the interest of efficient operation and highest standard of service, including research and education, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
 - (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith;
 - (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the Employees.
- 23.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- 23.03 No Employee shall be required or permitted to make a written or verbal agreement with the Hospital or its representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 24 - GENERAL

- 24.01 This Collective Agreement will be prepared by the Hospital and will be provided to all bargaining unit Employees with access via URL link. The cost of the printing of the Collective Agreement, if any, will be borne by the party requiring the printing.
- 24.02 All Employees covered by this Agreement shall be provided with an information hand-out, outlining the services of the Employee Assistance Program at the time of orientation or as may be individually requested.
- 24.03 Communication to Employees
- (a) Communication to an Employee about employment-related matters may be given personally or by regular post to the last address shown on the Hospital's records and such notice shall be deemed to have been given three (3) days after having been delivered to the postal authorities.
 - (b) Employees are expected and required to keep the Hospital informed of their address.

ARTICLE 25 – DURATION

This Agreement shall remain in full force and effect until September 30, 2022 and from year to year thereafter unless either Party gives to the other written notice, within ninety (90) days of the expiration of the Agreement, of its intention to amend this Agreement.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

For the Professional Institute of
the Public Service of Canada:

LETTER OF UNDERSTANDINGS

Letter of Understanding

Between

Niagara Health System

(the “Hospital”)

And

The Professional Institute of the Public Service of Canada

(the “Union”)

RE: Vacation Selection Process

1. Vacation Selection Process

For the purposes of this Letter of Understanding and for additional clarity, seniority for those employees who transferred to Niagara Health (NH) from Hamilton Health Sciences (HHS) effective April 1, 2020, will be their HHS seniority date.

The following process is applicable to all permanent full-time and permanent part-time employees regularly scheduled for twenty (20) hours per week or more.

vacation selection will be based on seniority. Full time and part time Radiation Therapists will be on a combined list by seniority. V

All employees must submit their vacation request forms by January 1. A

Timeslot dates and times shall be sent out by December 14. T

The approved vacation planner shall be posted no later than February 3. T

Each employee will have the opportunity to participate in two (2) defined selection rounds of vacation consisting of 15 minute vacation selection timeslots. Each employee will be sent a 15 minute selection timeslot. Selection timeslots are established in order of seniority. E

In round 1 of the vacation selection process, employees may only select full weeks of vacation to their maximum entitlement. Employees may not select more than 2 weeks of vacation during prime time within this round. I

- i. 7 week vacation entitlement, request 4 weeks.
- ii. 6 week vacation entitlement, request 3 weeks.
- iii. 5 week vacation entitlement, request 3 weeks.

- | | |
|---|---|
| <p> In round 2 of the vacation selection process, employees may select up to the maximum of their remaining vacation allotment (single day or week) </p> | I |
| <p> Employees shall be notified of their vacation selection timeslot using the most up to date contact information provided to the manager. Failure to comply with the vacation selection process will result in such employee having the last choice of vacation dates. </p> | E |
| <p> All vacation requests shall be given consideration by seniority. </p> | A |
| <p> Once the vacation selection process has been completed all other vacation requests including prime time will be approved on a first come first serve basis. </p> | O |
| <p> Round 1 of the vacation selection process shall commence on January 3. </p> | R |
| <p> Vacation quotas shall be established by the Hospital. Vacation quotas shall not be unduly restrictive. </p> | V |
| <p> Weeks are defined as Sunday to Saturday. </p> | W |
| <p> Vacation may only be carried forward to a maximum of 50% of the total entitlement. </p> | V |

Staff may not select vacation days for both of the weeks that include Christmas and New Year's during the same vacation selection process.

The week of Christmas and/or New Year's is defined as the week the Christmas and/or New Year's holiday is observed at the Hospital.

Vacation may be cancelled upon mutual agreement. Vacation cancellation requests will not be unreasonably denied. Full week vacation selection cancellations are required if the vacation was approved in the first round of the vacation process.

The Parties agree to meet annually, at least sixty (60) days prior to the commencement of the vacation selection process, to review the process and determine, by mutual agreement, if any modifications are required.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

For the Professional Institute of
the Public Service of Canada:

Letter of Understanding

Between

Niagara Health System

(the "Hospital")

And

The Professional Institute of the Public Service of Canada

(the "Union")

RE: Ten (10) Hour Extended Shifts

The parties have agreed to the following Extended Shift provisions:

1. The purpose of this Letter of Understanding is to vary certain terms of the Collective Agreement for the scheduling of the existing ten (10) hour extended shift schedule. With the exception of specific variations set forth in this Letter of Understanding, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of this Letter of Understanding is in conflict with any provision of the Collective Agreement, the provision of this Letter of Understanding shall prevail.
2. An extended shift may be discontinued by the Hospital as a result of:
 - (a) adverse effects on patient care, or
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its' intention to discontinue the extended shift in such department.
3. The normal daily extended shift shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid meal time (subject to the exigencies of patient care).
4. An employee who works in excess of 9.375 hours per day or 225 hours in a six (6) week period, shall be paid at a rate of one and one-half (1½) times her regular straight time hourly rate for all hours worked in excess of 9.375 hours per day or in excess of 225 hours in a six (6) week period.
5. The scheduling of the unpaid meal time and relief periods shall be determined and assigned by the Supervisor.
6. An employee shall not be required to work consecutive shifts totaling more than four (4) consecutive ten (10) hour shifts without written mutual consent. If an employee is required to work more than four (4) consecutive ten (10) hour shifts, the employee shall be paid premium pay at a rate of one and one-half (1½) times her regular straight time hourly rate for all such hours in

excess thereof. It is understood that any hours paid as per item 4 above will be excluded in the calculation of the four (4) consecutive ten (10) hour shifts.

7. An employee shall receive twelve (12) Paid Holidays to consist of seven and one-half (7½) hours each in accordance with Article 18.01.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

For the Professional Institute of
the Public Service of Canada:

Letter of Understanding

Between

Niagara Health System

(the “Hospital”)

And

The Professional Institute of the Public Service of Canada

(the “Union”)

RE: Professional Practice

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

The committee will meet on a monthly basis, until a meeting frequency has been determined.

The committee will establish its own terms of reference.

Time off for committee members to attend meetings of the Professional Practice Committee shall be granted and their attendance at meetings shall be without loss of regular wages. Time in attendance shall not be counted towards overtime.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

For the Professional Institute of
the Public Service of Canada:

Letter of Understanding

Between

Niagara Health System

(the “Hospital”)

And

The Professional Institute of the Public Service of Canada

(the “Union”)

RE: Assigning Extra Shifts

The parties agree to form a joint committee for purposes of discussing and developing a process for assigning extra shifts for Part-Time and Casual Employees covered by this Agreement. The committee shall be comprised of two (2) Hospital representatives and two (2) Institute representatives.

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

Time off for committee members to attend meetings of the committee shall be granted and their attendance at meetings shall be without loss of regular wages. Time in attendance shall not be counted towards overtime.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

**For the Professional Institute of
the Public Service of Canada:**

Letter of Understanding

Between

Niagara Health System

(the “Hospital”)

And

The Professional Institute of the Public Service of Canada

(the “Union”)

RE: Radiation Therapist Expression of Interest Process - Areas of Assignment

The Parties agree that the following process shall be used for the Expression of Interest Eligibility List, in accordance with Article 16.06:

Eligibility:

The following process is applicable to all permanent full-time and permanent part-time employees regularly scheduled for twenty (20) hours per week or more.

Commitment:

Assignments will be established with a commitment of up to three (3) years. The commitment may be extended upon mutual agreement of the Manager and Employee. A request for reassignment at the conclusion of the commitment shall not be unreasonably denied.

Establishing and Maintaining the Expression of Interest (EOI) List:

1. In accordance with 16.06(b), employees shall submit their interest in writing to their Manager by January 1 of each year. Employees will be placed on a list to be considered for a specific area of assignment.
2. Management shall maintain the EOI List of Radiation Therapists who indicate their interest and desire for temporary assignments as they come up. The Hospital shall make this list available to employees.
3. Where an EOI list is first established, it will be established by seniority.
4. After the initial request period for the list, should an employee indicate that they would like to be included in the list after the initial request, then they will be added to the bottom of the list.
5. Upon employee request, the list will be made available for review.
6. Prior to offering a position to a person on the EOI list, Management will ensure the candidate has the required experience or is provided the appropriate training for the area of assignment.
7. Offer for the first available temporary assignment will be provided to the top candidate on the list. If the radiation therapist declines, Management will offer the assignment to the next

candidate. This process will continue as vacancies in assignments occur until the list is exhausted and a candidate accepts a temporary assignment.

8. If an individual declines the offer of a temporary assignment, or does not meet the requirements for a specific area of assignment, they will maintain their position on the list for the following offer.

Removal of Candidates from the EOI List:

52247680. Radiation Therapists may only be removed from an eligibility list if they submit a request in writing, or if the applicant is no longer able to meet the requirements of the position (for example, the loss of a license that is required for a position); or is no longer employed at the Hospital.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

For the Professional Institute of
the Public Service of Canada:

Letter of Understanding

Between

Niagara Health System

(the “Hospital”)

And

The Professional Institute of the Public Service of Canada

(the “Union”)

RE: Hours of Operation

The Parties recognize the current normal hours of operation of the Walker Family Cancer Centre are on a Monday to Friday basis, between the hours of 0800 and 1730 hours.

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

- a. The Hospital will implement its policy(ies) on matters related to a 7 day/24 hour schedule on an interim basis, including shift premium and weekend premium, where applicable, until such matters would be subject to negotiation between the Parties during the next round of bargaining.

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

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

**For the Professional Institute of
the Public Service of Canada:**

Letter of Understanding

Between

Niagara Health System

(the “Hospital”)

And

The Professional Institute of the Public Service of Canada

(the “Union”)

RE: Bill 124

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

The Parties further agree that, for the purposes of Bill 124, the three-year moderation period:

1. commences on October 1, 2019; the day immediately following the day the collective agreement expires, and

52240256. ends on September 30, 2022; the day that is three years later.

Dated at the City of St. Catharine this day of January, 2022.

For Niagara Health System:

For the Professional Institute of
the Public Service of Canada:

APPENDIX A - WAGE RATES:

Applicable to Radiation Therapists and Dosimetrists

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
01-OCT-18	\$33.706	\$34.729	\$36.306	\$38.274	\$40.229	\$42.198	\$46.178
01-OCT-19	\$34.043	\$35.077	\$36.669	\$38.657	\$40.632	\$42.620	\$46.640
01-OCT-20	\$34.384	\$35.427	\$37.036	\$39.044	\$41.038	\$43.046	\$47.106
01-OCT-21	\$34.728	\$35.782	\$37.406	\$39.434	\$41.448	\$43.476	\$47.577