

COLLECTIVE AGREEMENT

BETWEEN

REGIONAL CANCER CENTRES EMPLOYERS ASSOCIATION

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

**in respect of the
Medical Physicist Group**

Expires:

June 30, 2010

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ARTICLE 1 - PURPOSE

1.01 Purpose

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Regional Cancer Centres Employers Association (the “Employer”) and the Employees covered by this Agreement; to provide for ongoing means of communication between the Professional Institute of the Public Service of Canada (the “Union”) and the Employer and the prompt disposition of grievances and the final settlement of disputes; to establish and maintain mutually satisfactory remuneration, hours of work and other conditions of employment in accordance with the provisions of this Agreement; and to work together to secure the best possible care and health protection for patients.

1.02 Plural or Masculine Terms May Apply

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

ARTICLE 2 - DEFINITIONS

2.01 “Employee” shall include only such persons coming within the scope of the bargaining unit described in Article 3.01.

2.02 “Union representative” means a member of the bargaining unit duly appointed by the Union in accordance with its by-laws and regulations.

2.03 “Employer Representative” means Vice President, Human Resources or designate at each Hospital.

2.04 For the purposes of this Agreement the term “Manager” means a person who exercises managerial functions and who is excluded from the bargaining unit.

2.05 “Employer” means the Regional Cancer Centres Employers Association.

2.06 “Hospital” means one of the Hospitals that is a member of the Regional Cancer Centres Employers Association.

ARTICLE 3 - RECOGNITION

3.01 The Regional Cancer Centres Employers Association recognizes the Professional Institute of the Public Service of Canada as the Bargaining Agent of all Radiation Oncology Medical Physicists and Radiation Oncology Medical Physics Residents employed by those members of the Employer Association attached hereto as Schedule ‘A’, at the members various locations from which they carry on business in the Province of Ontario and for whom the Union has bargaining

rights, save and except those who exercise managerial functions, Physics Technicians, Physics Assistants, Research Officers (Physics), Physics Graduate Students, Physics Co-op Students, persons employed in positions which are funded by research grants, scholarships or fellowships, and persons in bargaining units for whom any other trade Union holds bargaining rights.

3.02 Professional Certification and Licensing Requirements

- (a) All Medical Physics Residents are required to complete the Residency Program in Radiation Oncology Physics currently funded through Cancer Care Ontario (CCO) culminating in the Review A examination process. It is recognized that such examination process may be replaced, with the approval of CCO, by an alternate examination process to be delivered by the Canadian College of Physicists in Medicine. The requirements of the Residency Program shall normally be completed within two (2) years of the commencement of employment as a Medical Physics Resident, although it may be extended for up to one (1) additional year, at the sole discretion of the Hospital.

Notwithstanding Articles 9.06 and 11.01, it is understood that a Medical Physics Resident shall be considered to be on probation for the entire residency period. Termination during the residency shall not be subject to the grievance procedure unless the termination is for reasons that are arbitrary, discriminatory or in bad faith, or due to his exercising a right under this Agreement.

It is further understood that the successful completion of the Residency Program shall not constitute a guarantee of continued or further employment in any position or vacancy.

- (b) In order to qualify for employment as a Medical Physicist, an individual must have successfully completed the Residency Program, or equivalent as determined by the Employer. Notwithstanding Article 21.02(a)(iii), after two (2) years of employment with a Hospital, further salary progression is contingent upon completion of the membership requirements of the Canadian College of Physicists in Medicine (CCPM) or equivalent as determined by the Employer. Proof of current CCPM membership shall be provided to the Hospital upon request.
- (c) In order to qualify for employment as a Senior Medical Physicist, an individual must have successfully completed the Employer's Review B process of the Senior Medical Physicist Credential Assessment process, or equivalent as determined by the Employer. Proof of declared advanced professional standing, such as CCPM fellowship, shall be provided to the Employer upon request.
- (d) As a condition of continued employment, all Employees shall be required to maintain any licensing or certification requirements as may be determined

necessary by the Employer or as required by legislation and shall provide documentation of such current licensing or certification as may be so requested by the Hospitals. Failure to maintain and to provide such documentation when so requested may result in the termination of the Employee.

- (e) The Employer undertakes to notify the Union in advance, so far as practicable, of any certification and licensing changes the Employer and Hospitals plan to introduce that will significantly change the status of Employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such 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.

In the event of changes that the Employer plans to introduce that will significantly change the status of Employees within the bargaining unit, the Employer will:

- (1) provide the Union with no less than ninety (90) calendar days notice;
- (2) meet with the Union through the Union - Management Committee to review and discuss the following:
 - i) the nature of the change;
 - ii) the details of the change it intends to carry out including the date that the Employer plans to effect the change;
 - iii) the approximate number, type and location of the bargaining unit Employees expected to be directly affected by the change;
 - iv) the effects the change may be expected to have on the working conditions and terms of employment of Employees directly affected.
- (3) review and consider representations made by the Union, on behalf of its membership, with respect to such changes.

3.03 Categories of Employees

- (a) A full-time Employee is one who is regularly scheduled to work the normal full time hours of work as defined under Article 16.01.
- (b) A part-time Employee is one who is regularly scheduled to work less than the normal full time hours of work as defined under Article 16.01.
- (c) A term Employee is one who is appointed to a position or vacancy for a specified term or duration. Term Employees may be hired for a specific purpose, for either a definite or an indefinite term, as follows:
 - i) to replace an Employee who is absent from work, whether because of a personal leave of absence, sick leave, pregnancy leave or otherwise, in which case the period of term employment shall not exceed the absentee's leave, or twelve (12) months, whichever is the shorter period; or
 - ii) to perform a special non-recurring task or project, in which case the period of term employment shall not exceed twenty-four (24) consecutive months.

The Union shall be notified in writing of all term appointments expected to be of twelve (12) months or longer.

Upon the written consent of the Union, the period of term employment specified in (i) or (ii), above, may be extended for an additional period.

In the event that the Employer and a Hospital extend a term appointment, as provided above, the Union shall be notified in writing at the time the Employer and Hospital decide that such an extension will be necessary.

A full-time term Employee who has been appointed for a period of twelve (12) months or longer, shall be entitled to participate in the Hospital's benefit plans, as provided under Articles 15, 17, 18 and 19. It is understood and agreed that such Employees shall not be entitled to receive percentage-in-lieu-of-benefits payments.

It is understood that a term Employee may be terminated for any reason during the period of her employment at the sole discretion of the Employer or Hospital without recourse to the grievance or arbitration procedure.

In the event that a term Employee is appointed to a permanent position, she shall be considered as a probationary Employee.

- (d) A casual Employee is an Employee who is employed on a casual or ad hoc, as needed basis. Casual Employees are not entitled to accrue seniority or service and shall not be eligible to participate in the Hospital's benefit plans

or receive any in lieu of benefits payment. It is understood that a casual Employee may be terminated for any reason during the period of their employment at the sole discretion of the Employer or Hospital without recourse to the grievance or arbitration procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, demote, promote, classify, transfer, lay off, recall and suspend or otherwise discipline Employees who have completed their probationary period, for just cause, provided that any such action contrary to the provisions of the Agreement may be subject to a grievance and dealt with as provided herein;
- (c) determine, in the interest of efficient operation and highest standard of service, including research and education, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith;
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the Employees.

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

4.03 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that conflicts with the terms of this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

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

of exercising his rights under the Collective Agreement.

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

5.03 Both parties agree that the Hospital policy on harassment will apply.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

6.01 The parties agree that the employment relationship is covered by the Hospital Labour Disputes Arbitration Act. The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION SECURITY

7.01 The Hospital will deduct from each Employee covered by this Agreement, an amount equal to the regular monthly Union dues designated by the Union.

7.02 Such dues shall be deducted monthly and in the case of new Employees such deductions shall commence on the first of the month following the date of hire.

7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Executive Secretary of the Union shall notify the Employer of any changes therein and such notification shall be the Hospital's exclusive authority to make the deduction specified.

7.04 In consideration of the deducting and forwarding of the Union dues by the Hospital, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising from the operation of this Article.

7.05 The amounts so deducted shall be remitted monthly to the Executive Secretary of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of Employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Union representative, if any.

7.06 The Employer agrees that an officer of the Union or Union representative shall be allowed up to fifteen (15) minutes during regular working hours to interview newly hired Employees, to discuss Union business, during the new Employee's first month of employment. During such interview, membership forms may be provided to the Employee.

7.07 The 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.

- 7.08 During the orientation process, the Hospital will provide each new Employee with a copy of the current Collective Agreement.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

- 8.01 The Union may elect, appoint or otherwise select and each Hospital will recognize one (1) representative from among Employees in the bargaining unit for the purpose of dealing with Union business as provided under this Collective Agreement.

- 8.02 Union representatives and members of committees have their regular work to perform on behalf of the Hospital. If it is necessary for a local representative member to deal with grievances or other Union business connected with this Agreement during their scheduled hours of work, they shall not leave their work area without first obtaining the permission of the Manager. When resuming their regular work, they shall again report to the Manager. In accordance with this understanding, a local Union representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at meetings related to the resolution of a grievance, up to but not including arbitration. It is understood that any travel expenses that may be incurred as a result of Union representatives attending grievance meetings or any other proceedings related to the grievance shall be the sole responsibility of the Union.

- 8.03 Negotiating Committee

The Employer will recognize a bargaining unit-wide Negotiating Committee of up to two (2) Employees to negotiate renewal Agreements with the Employer.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Employer, up to but not including arbitration. It is understood that any travel expenses that may be incurred as a result of Union representatives attending any meetings with the Employer pertaining to negotiations including conciliation, mediation and arbitration shall be the sole responsibility of the Union.

- 8.04 Labour-Management Committee

The parties agree to appoint a joint Labour-Management Committee of up to two (2) Employees appointed by the Union and up to two (2) representatives appointed by the Employer. The members of the Labour-Management Committee may meet from time to time to discuss matters of mutual concern and interest between the parties during the term of this Agreement, at such times as the parties may mutually agree.

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

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

Employee representatives attending such Labour-Management Committee meetings shall be paid for wages lost from regularly scheduled working hours. It is understood that any travel expenses that may be incurred as a result of Union representatives attending meetings with the Employer shall be the sole responsibility of the Union.

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

8.06 If approval is obtained in advance from the designated Employer Representative at the Hospital, the Union may hold meetings on the Hospital premises.

8.07 The Hospital shall grant permission for access to its premises to a representative of PIPSC for the purposes of investigating grievances or attending Employer approved meetings. The PIPSC representative shall have access to the premises only by prior approval of the Hospital.

8.08 The Union will keep the President of the Employer Association and each Hospital notified of the names of the Union representatives and/or committee members and officers of the Union and the effective date of their appointments.

8.09 All correspondence between the Employer and the Union arising out of this Agreement shall pass to and from the Union's local contact or the Union's PIPSC Staff Representative, and the designated Employer Representative at each Hospital.

8.10 Health and Safety

The Hospital and the Union agree to abide by the provisions of the Occupational Health and Safety Act.

8.11 There will be no Union activity or solicitation for membership on the Hospital premises except with written permission of the Hospital or as specifically provided for in this Agreement.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At 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 Union representative, if available. Representation may be provided via teleconference.
- 9.03 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until she has first given her immediate manager the opportunity of responding to the complaint. Such complaint shall be discussed with her immediate manager within seven (7) 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 seven (7) calendar days of being so discussed with the immediate manager, it may then be taken up as a written grievance at Step No. 1, within seven (7) calendar days following the date on which the Employee has been advised of the Manager'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 No. 1

The Employee, with the assistance of a Union representative, if available, may submit a written grievance, signed by her, to the Manager. The nature of the grievance, the remedy sought and the section or sections of the Agreement that 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 her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her (or any longer period which may be mutually agreed). Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the Employee may submit the written grievance to the Regional Vice President responsible for the department, or alternate, who will deliver a decision in writing within seven (7) calendar days from the date on which the written grievance was presented. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. For Grievances regarding discipline or discharge, this is the final step of the Grievance procedure. Failing settlement on discipline or discharge refer to Art. 9.07. For all other grievances:

Step No. 3

Within seven (7) calendar days following the decision under Step No. 2, the Employee, with the assistance of a Union representative, if available, may submit the written grievance to the President of the Employer Association for Step 3. A meeting will then be held, within fourteen (14) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood that the grievor may attend this meeting. A decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.

- 9.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance with a copy forwarded to President of the Employer Association. A grievance by the Employer shall be filed with the local Union Representative with a copy forwarded to the PIPSC Regional Representative.
- 9.05 Where a number of Employees in a particular 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 have occurred or ought reasonably to have come to the attention of the Employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.06 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 that 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 seven (7) days of such release.

A claim by the Union that a probationary Employee has been unjustly released shall be treated as a grievance, provided the Employee is entitled to grieve, if a written statement of such grievance is lodged by the Employee with designated Employer Representative at Step No. 2 within seven (7) days after the date the release is effected. Such a grievance shall be treated as a special grievance as set out below.

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

A claim by the Union that an Employee, who has completed her probationary period, has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the designated Employer Representative at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the Employee; or
- (b) reinstating the Employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement that may be deemed just and equitable.

9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

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

9.09 If the recipient of the notice fails to appoint its nominee to the Board of Arbitration within fourteen (14) calendar days after the receipt of the request, or if the nominees fail to agree upon a Chairperson within fourteen (14) calendar days after receipt of notification of the second nominee, either party may then request the Ministry of Labour for the Province of Ontario to appoint a Chairperson.

9.10 The Board of Arbitration shall hear and determine the grievance. The written decision of the majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be final and binding upon the parties and upon the Employee(s) affected by it.

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

- 9.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.14 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.
- 9.15 The parties may agree to waive or extend any of the time limits established in the grievance and arbitration procedures.
- 9.16 No matter may be submitted to arbitration that 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.
- 9.17 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding.
- 9.18 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 10 - ACCESS TO EMPLOYEE'S PERSONNEL FILES

- 10.01 A copy of any completed evaluation, which is to be placed in an Employee's file, shall be first reviewed with the Employee. The Employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the Employee. A copy of the evaluation will be provided to the Employee at her request.

An Employee has the right to respond, in writing, to any document contained within the Employee Personnel File within two (2) weeks 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.

Each Employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her Manager or representative of Human Resources.

- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee twenty-four (24) months after the date of the letter of reprimand, end of suspension or other disciplinary action, provided that the Employee has not incurred further discipline within the twenty-four (24) month period.

ARTICLE 11 - SENIORITY

11.01 Seniority

- (a) Seniority is defined as the length of continuous service in positions within the Bargaining Unit of a full-time or part-time Employee since the Employee's last date of hire at a member Hospital of the Employer. It is understood that seniority under any provision of the Collective Agreement shall only operate within the particular Hospital where an Employee has been employed and shall not be transferable from Hospital to another, except as provided under Article 11.06 of the Collective Agreement.
- (b) Each newly hired full-time Employee shall serve a probationary period of one (1) calendar year worked (1950 regular hours paid in the case of a part-time Employee) of continuous employment from the date of last hire. The discharge of a probationary Employee shall not be subject to the grievance or arbitration procedure, unless the termination is for reasons that are arbitrary, discriminatory or in bad faith, or due to the Employee exercising a right under this Agreement. With the written consent of the Hospital and the Union, such probationary period may be extended. After the successful completion of the probationary period, seniority shall be effective from the date of last hire. Thereafter, seniority shall accrue as set out in this Agreement.
- (c) An Employee who transfers from part-time status to full-time status, or vice versa, shall not be required to serve a probationary period where she has previously completed one since her last date of hire. The number of hours worked immediately preceding the transfer shall be credited towards the probationary period if the probationary period has not yet been completed.
- (d) Term Employees shall not accrue seniority except as otherwise provided under Article 3.03. However, a part-time Employee who fills a term position shall not lose his status as part-time and will continue to accrue seniority during the period of the term appointment.

- 11.02 A seniority list for full-time and part-time bargaining unit Employees who have completed their probationary period shall be prepared by each Hospital as of December 31st of each year and shall be posted on the Hospital's Union bulletin

board and one (1) copy sent to the Union 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 where the Employee is employed.

No objection to the seniority list may be taken by the Union or by any Employee unless notice of objection is given by the Union or an Employee to the Hospital within one (1) month after the Hospital has posted and furnished to the Union the seniority lists in which the item first appeared. Part-time Employees' seniority will be expressed in terms of total regular hours paid since the most recent date of hire.

- 11.03 (a) Seniority and service for a part-time Employee shall be calculated on the basis of 1950 regular hours paid equals one (1) year of full-time seniority. No part-time Employee shall accrue more than 1950 regular hours 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 within the Hospital from full-time to part-time or vice versa. An Employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1950 regular hours paid 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 her full seniority and service on the basis of one (1) year of seniority and service for each 1950 regular hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

11.04 Effect of Absence

- (a) Except as otherwise provided under the pregnancy leave and parental leave provisions of this Collective Agreement, during an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for the absence in excess of thirty (30) continuous calendar days, for purposes of salary increment, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the Employee's service date adjusted accordingly for the entire period of the absence in excess of thirty (30) continuous calendar days.
- (b) In addition, except as otherwise provided under the pregnancy leave and parental leave provisions of the Collective Agreement, during an unpaid leave of absence exceeding thirty (30) continuous calendar days, the Employee will become responsible for full payment of the subsidized Employee insured benefits in which the Employee is participating for the period of absence in excess of thirty (30) continuous calendar days, except that the Employer will continue to pay its share of the premium for up to thirty (30) months while the Employee is in receipt of WCB/WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

- (c) It is further understood that during the portion of such unpaid absence in excess of thirty (30) continuous calendar days, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence in excess of thirty (30) continuous calendar days. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an Employee's absence is due to disability resulting in WCB/WSIB benefits or Long Term Disability benefits including the period of the disability program covered by Employment Insurance.

11.05 An Employee shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) resigns and does not revoke the resignation within twenty-four (24) hours;
- (b) retires in accordance with 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 her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) is absent from work due to illness or disability for a period of twenty-four (24) months from the time such absence commenced.

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

11.06 Permanent Transfers to Another Hospital

If an Employee transfers employment to another Hospital within the Regional Cancer Centres Employers Association, the Employee shall be credited with his prior accumulated service and seniority provided that the transfer occurs within a period of thirty (30) consecutive calendar days following the Employee's last day

of employment at his prior Hospital. This will include the Employee's sick bank. Vacation accumulation will be paid out prior to the transfer. For clarity, the transfer of such service waives the requirement for a new probation period as well as any benefit waiting periods subject to plan provider provisions.

11.07 Temporary Transfers To Another Centre

In the event the Hospital temporarily assigns an Employee to work in a bargaining unit position at another Hospital, the Employee shall continue to accumulate seniority, service and benefits during period of the assignment. The Employee will be returned to his former position at the end of the temporary placement without loss of seniority, service or benefits. No Employee shall be assigned to work at another Hospital for a period exceeding three (3) consecutive months duration without his consent. It is understood that Employees will not be assigned to work at another Hospital for periods of three (3) consecutive calendar months or less, except in a situation that seriously affects the Hospital's ability to provide adequate patient care. The Hospital shall consult with any Employee proposed for transfer in order to address the transfer's impact, if any, upon family related obligations of the Employee.

Expenses incurred at the temporary location will be reimbursed in accordance with the receiving Hospital's Travel Policy. For temporary placements exceeding three (3) consecutive weeks duration, temporarily relocated Employees will be reimbursed for travel expenses incurred in visiting their home once every three weeks.

11.08 Transfer Out of the Bargaining Unit

- (a) If an Employee transfers to a temporary assignment outside of the bargaining unit not exceeding six (6) months' duration, she shall continue to accumulate seniority, service and benefits during this period and will be returned to a position in the bargaining unit without loss of seniority, service or benefits. Upon mutual agreement of the parties, the period of temporary assignment may be extended. No Employee shall be transferred to a position outside the bargaining unit without her consent, except in the case of temporary assignments not exceeding six (6) months.
- (b) If an Employee transfers to a permanent position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. In the event the Employee subsequently returns to the bargaining unit at some later date, provided that the Employee's service has remained continuous and unbroken, the Employee will be credited with his previously accrued seniority upon completion of a further period of probation as provided under Article 11.01 (b) above.
- (c) During a temporary assignment of six (6) months or less, an Employee shall continue to pay Union dues.

11.09 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 other than casual part-time Employees follows.

ARTICLE 12 - JOB POSTING

12.01 (a) Where a new regular full-time position or regular part-time position is established or regular full-time or regular part-time or full-time term vacancy of one (1) year or more duration at a particular Regional Cancer Centre occurs that the Employer requires to be filled, such vacancy shall be posted for a period of fourteen (14) consecutive calendar days at the Hospital. At the time of posting of the vacancy at a Hospital, a copy of the posting may be forwarded to all other Hospitals for posting as well.

Applications for such vacancies shall be in writing within the fourteen (14) day period of the initial posting at the Hospital where the vacancy referred to exists. Regular part-time Employees may be considered for full-time term positions provided that the term positions are of at least one (1) year's duration.

- (b) The posted notice of a permanent job vacancy or term vacancy shall indicate the Hospital where the vacancy exists, the status of the position (full-time, part-time or term position), the classification title, the required qualifications, and the salary rate or range.
- (c) The Hospital may elect to consider external applicants for any vacancy at the same time as internal candidates are considered. The successful candidate shall be selected for positions on the basis of their skills, ability, experience and qualifications. 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 or choosing to hire an external applicant.
- (d) Where an internal applicant has been selected as the successful candidate to a position in accordance with this Article, the Hospital may, at its sole discretion, require the Employee to serve a further probationary period.
- (e) The name of the successful applicant shall be posted by the Hospital. Unsuccessful applicants shall be notified in writing at the same time. At the request of an Employee, the Hospital will discuss with an unsuccessful applicant ways in which she can improve qualifications for future postings. The successful applicant shall not be considered for any other vacancies during their probationary period, except if the Employee is filling a term position or if the Employee is a part-time Employee who is seeking a regular full-time position.

- (f) The Hospital shall not be required to post a term vacancy not exceeding one (1) year duration.
- (g) 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 applicant has been selected to fill the vacancy and been assigned to the job. In the event that an internal applicant has been the successful candidate, it is understood that the appointment to a position may be delayed by the Employer to a maximum period of three (3) months until such time that a replacement has been found, unless a longer period is otherwise agreed to by the Employee concerned.

12.02 Candidate Expenses

In the event that an Employee of one Hospital applies for a position at another Hospital and is then granted an interview for the vacant position at the other Hospital, the receiving Hospital's Expense Policy shall apply.

ARTICLE 13 - LAYOFF AND RECALL

Notes: (a) This article does not apply to Medical Physics Residents. (b) For the purposes of Article 13, seniority is defined on a local Hospital basis.

13.01 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 Union with no less than ninety (90) calendar days notice of such layoff and;
- (b) Meet with the Union 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.

In the event of a proposed layoff by the Employer that is not of a permanent or long term nature or a cutback in service that will result in displacement of regular full-time or regular part-time staff, the Hospital will provide the Union with no less than 30 calendar days notice. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift or in the case of an unplanned work disruption. In the case of a work disruption Employees may utilize their accrued vacation and lieu time, if available. If requested, the Hospital will meet with the Union to review the reasons and expected duration of the cutback in

service, realignments of service or staff and its effect on Employees in the bargaining unit.

Notice of layoff to Employees shall be in accordance with the provisions of the Employment Standards Act.

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

- 13.02 (a) In the event of layoff the Hospital shall lay off Employees in the reverse order of their seniority at a Hospital, providing that there remain on the job Employees who then have the ability and are qualified to perform the work.

Layoff shall be separate for full-time and part-time Employees.

- (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) to elect to transfer to a vacant position at another Hospital, provided he is qualified to perform the work available.

- (c) The Employee must advise the Employer of his decision, under (b) above, within two (2) calendar weeks of being advised of the layoff.

- (d) A laid off Employee shall retain the rights of recall to a job at the Hospital where he was previously employed prior to being laid off for a period of twenty four (24) months from the date of layoff. In the event the Employee obtains a regular position at another Hospital, he shall lose all rights of recall to any job at his former Hospital.

- 13.03 Grievances concerning layoff and recall shall be initiated at Step 3 of the grievance procedure.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 Written requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Manager. Such requests are to be made as far in advance as possible and in any event not less than fourteen (14) days prior to the date of leave except in cases of emergency, and a written reply will be provided to the Employee within fourteen (14) days from the date of receipt of the request. In arriving at a decision as to whether to grant any written request the Hospital may consider operational requirements, the duration of the leave and the performance and attendance records of the Employee.

Employees who qualify may be eligible for unpaid Family Medical Leave pursuant to the Ontario Employment Standards Act and/or Compassionate Care Benefits pursuant to the Federal Employment Insurance Act.

14.02 Union Leave

Leave of absence for Union business shall be given with pay up to an aggregate maximum total of twenty (20) days per calendar year for all Employees across all Centres in the Bargaining Unit provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) Not more than one (1) Employee from the Hospital shall be granted such leave at the same time nor shall the period of such leave exceed three (3) consecutive working days.
- (b) A request must be made in writing by the Employee to the Hospital at least four (4) weeks prior to the commencement of the function for which leave is requested, except where such notice was not reasonably possible;
- (c) During such leave of absence, an Employee's regular salary and applicable benefits, or percentage in lieu of fringe benefits, shall be maintained by the Hospital. The Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time Employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time Employee. The Hospital will bill the Union.

14.03 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*, and will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where an employee does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

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

14.04 Jury and Witness Duty

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

- (a) notifies the Hospital immediately on the Employee's notification that she will be required to attend at court;
- (b) presents proof of service requiring the Employee's attendance;
- (c) assigns to the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and provides an official receipt thereof.

14.05 Pregnancy Leave

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

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

The Hospital may request an Employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

(e) Pregnancy Leave SUB payment

A full-time Employee who is on pregnancy leave as provided under this Agreement and who has completed at least ten (10) months of continuous service with the Hospital immediately prior to commencement of her pregnancy leave and who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her weekly earnings and the sum of her weekly rate of Employment Insurance Pregnancy Benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (f) Seniority and credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue in accordance with the Employment Standards Act during pregnancy leave. In addition, the Employee shall be eligible to continue to participate in the benefit plans in which she was participating prior to the commencement of her pregnancy leave. Prior to the commencement of her pregnancy leave, the Employee shall indicate in writing those insured benefits including pension in which she does not wish to continue participating during the period of her leave. It will be implicit for the Hospital that failure to provide such notification, in writing, by the Employee will indicate a desire to continue all benefits during this period, in keeping with Section 51(1) of the Employment Standards Act. During the pregnancy leave, the Hospital shall continue its contributions to its portion of premium payments for all applicable insured benefits including pension in which the Employee has so elected to continue to participate. The Employee shall become responsible for the payment of her portion of subsidized Employee benefits including pension contributions in which she continues to participate and shall make appropriate arrangements for payment of her portion of benefit premiums including pension with the Hospital prior to the commencement of her pregnancy leave.

14.06 Parental Leave

- (a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An Employee who has taken a pregnancy leave under Article 14.05 is eligible to be granted a parental leave, inclusive of their seventeen (17) week period of pregnancy leave, of up to fifty-two (52) weeks duration, in accordance with the Employment Standards Act. An Employee who is eligible for a parental leave who is the natural father or is an adoptive parent is eligible to be granted a parental leave for a period of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. In cases of adoption, the Employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption.
- (c) The Employee shall reconfirm her intention to return to work following completion of parental leave as per (b) above, by written notification received by the Hospital at least four (4) weeks in advance thereof. The Employee shall be reinstated to her former position, unless her former position has been discontinued, in which case the Employee shall be subject to layoff.
- (d) Employees newly hired to replace Employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. The Hospital will outline to Employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) Seniority and credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue in accordance with the Employment Standards Act during parental leave. In addition, the Employee shall be eligible to continue to participate in the benefit plans in which she was participating prior to the commencement of her parental leave. Prior to the commencement of her parental leave except where the employee has already so indicated as provided under Article 14.05 (f) above, the Employee shall indicate in writing those insured benefits including pension in which she does not wish to continue participating during the period of her leave. It will be implicit for the Hospital that failure to provide such notification, in writing, by the Employee will indicate a desire to continue all benefits during this period, in keeping with Section 51(1) of the Employment Standards Act. During the parental leave, the Hospital shall continue its contributions to its portion of premium payments for all applicable insured benefits including pension in which the Employee has so elected to continue to participate. The Employee shall become responsible for the payment of her portion of subsidized Employee benefits, including pension contributions in which she

continues to participate, and shall make appropriate arrangements for payment of her portion of benefit premiums including pension with the Hospital prior to the commencement of parental leave.

(f) Parental Leave SUB Payment

A full-time Employee on parental leave who has completed at least ten (10) months of continuous service immediately prior to the commencement of parental leave and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Standards Act, shall be paid a supplemental unemployment benefit. That benefit shall be equivalent to the difference between eighty-four percent (84%) of her weekly earnings and the sum of her weekly rate of Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the two week employment insurance waiting period, and receipt by the Hospital of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the Employee is in receipt of such benefits for a maximum period of ten (10) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

14.07 Return to Work Agreement

Employees who qualify for the supplemental unemployment benefit payment and request a supplemental unemployment benefit payment as provided above will be required to complete and sign a Return to Work Agreement. The Return to Work 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.

14.08 Prepaid Leave Plan

Medical Physicists and Senior Medical Physicists may be eligible to participate in a Prepaid Leave Program, funded solely by the Employee, subject to the terms

and conditions as set out in the local Hospital Human Resources Policies and Procedures Manual.

14.09 Education Leave

- (a) Leave of absence without pay for the purpose of further education directly related to the Employee's employment may be granted on written application by the Employee.
- (b) An Employee shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required by the Hospital, in a registered course, approved by the Manager, in which an Employee is enrolled to upgrade her work related qualifications.
- (c) Leave of absence without loss of regular earnings, service, and seniority, from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the Employee's employment may be granted at the discretion of the Hospital upon written application by the Employee.
- (d) The Hospital shall pay the cost of an academic or technical course approved and/or required by the Hospital in accordance with policy.

14.10 Leave For Family Related Responsibilities

Employees may utilize accrued lieu time, float holidays or accrued vacation for situations of Emergency leave as recognized under the Ontario Employment Standards Act.

ARTICLE 15 - SICK LEAVE

- 15.01 Sick leave means the period of time when an Employee is permitted to be absent from work due to sickness or accident rendering him unable to perform his regular duties as an Employee and not compensable under the Workplace Safety and Insurance Act.
- 15.02 An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the work day at his regular rate of pay without deduction from sick leave unless a doctor or nurse states that the Employee is fit for further work on that day.
- 15.03 Sick leave will be granted to full-time Employees on the following basis:
 - (a) A full-time Employee will be entitled to accumulate sick leave at a rate of one and one-half (1 ½) days of sick leave per month of continuous service.

- (b) Absence for sickness or accident compensable by the WSIB will not be charged against sick leave credits.
- (c) When sick leave pay is claimed, proof of illness will be furnished by a certificate from a duly qualified medical practitioner if requested by the Hospital. The Employee shall be reimbursed by the Hospital for the cost of the medical certificate. Employees who are absent from work because of illness or injury for a period of three (3) or more consecutive working days will report to the Employee's Health Services at the Hospital, before returning to work.
- (d) Sick leave benefits will cease upon termination of employment, or upon reaching normal retirement age, or upon death.
- (e) A deduction shall be made from accumulated sick leave for all regular working days (exclusive of holidays) absent for sick leave.
- (f) In all cases of absence due to illness, an Employee has an obligation to keep the Hospital informed on a continuous basis as to the duration of the absence and the expected date of return.
- (g) Except in circumstances beyond his control, an Employee must give notice to his Manager no later than one hour from his normal reporting time on the day that he will not be reporting for duty by reason of illness.

15.04 An Employee who leaves work early due to illness, other than illness or injury deemed compensable under the Workplace Safety and Insurance Act, will be compensated for each full hour worked. The balance of scheduled hours will be paid using accumulated sick leave credits.

15.05 Medical & Dental Appointments

Employees may utilize lieu time, or flex time, in order to attend Medical or Dental appointments. If no lieu time is available, the Employee may request an unpaid leave of absence.

15.06 In the case of an Employee who has accumulated sick leave credits and is prevented from working on account of an occupational illness or accident that occurred in the course of work and that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Act, the Hospital, on application from the Employee, will supplement the award made by the WSIB for loss of wages to the Employee by such amount that the award of the WSIB for the loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the Employee's net earnings, to the limit of the Employee's accumulated sick leave credits.

It is understood that this provision is not in conflict with Article 15.01.

- 15.07 Employees shall be provided with an update of their sick leave accumulation, upon request, with reasonable notice being given.
- 15.08 Any full-time Employee, or part-time Employee who is regularly scheduled to work twenty-one (21) or more hours per week, who transfers to a part-time position of less than twenty-one (21) hours per week shall have their accumulated sick leave credits frozen at their current level.

It is further understood and agreed that if the Employee transfers back to a full-time position, or a regularly scheduled part-time position of twenty-one (21) or more hours per week, she shall be credited with sick leave days equal to the amount she acquired prior to the transfer.

The above shall only take effect provided that the Employee does not have a break in service.

ARTICLE 16 - HOURS OF WORK

- 16.01 The standard workday for full-time Employees shall be seven and one-half (7 ½) hours (exclusive of an unpaid meal break) and the standard workweek 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 Employees' 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 (a) The Hospital may implement any change in the current hours of operation and/or days of operation at its sole discretion.
- (b) The Hospital shall provide the Union and Employees who may be affected with a minimum sixty (60) calendar days advance notice in the event of a permanent change in the days of operation.
- (c) The Hospital shall provide the Union and Employees who may be affected with a minimum fourteen (14) calendar days advance notice in the event of a permanent change in hours of operation.
- 16.05 Overtime
- (a) The parties to this Agreement recognize that the professional nature of work performed by bargaining unit members, including teaching, research and development activities, necessarily involves extra work outside of normal working hours without compensation.

- (b) Except as provided under 16.05 (a) above, overtime for full-time Employees shall be compensated for authorized work, directed towards patient care, outside of the standard hours of work and travel on work-related business (including conferences, conventions, etc.) as required by the Hospital. This will be compensated for in the following manner:
- Employees shall be entitled to maintain a refillable bank of up to 37.5 hours of time off in lieu of overtime in a given calendar year;
 - The hours in the refillable bank may be carried forward indefinitely but may at no time exceed 37.5 hours;
 - All use of such lieu time must be authorized by the Manager and is subject to operational requirements. Approval of lieu time usage will not be unreasonably denied.
- (c) Part-time Employees shall be entitled to earn overtime in lieu as provided above, on a pro rated basis in relationship to their full-time equivalency.
- (d) Overtime compensation, as provided above, shall not be pyramided with any other premium payable under this Agreement.

16.06 Responsibility Pay

When the Hospital temporarily assigns an Employee to carry out the assigned responsibilities of a supervisory classification outside the bargaining unit for a period of five (5) or more consecutive working days, the Employee shall receive an allowance equivalent to six percent (6%) of her regular straight time hourly rate for each hour so worked from the commencement of the assignment.

16.07 Call Back

Regardless of whether or not an Employee has been placed on standby, when an Employee has been called back to work after having completed his scheduled work day, she shall be paid for all hours so worked at the rate of time and one-half (1½) her regular straight time rate of pay with a minimum guaranteed payment of four (4) hours pay per call back. It is understood that any call back to work within the same four-hour period shall be considered as only one call back. Upon the mutual agreement of the Manager and the Employee, lieu time off may be substituted for call back hours so worked provided arrangements can be made within ninety (90) calendar days of the date when the call back occurred.

16.08 Standby Premium

The Hospital may require an Employee to remain on standby for call back duty outside his scheduled working hours. Upon being called back to work, call back hours worked commence from the time the Employee commences work until the time the Employee completes the call back assignment.

16.09 When the Hospital places an Employee on standby, she shall be paid a standby rate of twenty-three dollars (\$23) per eight (8) consecutive hour period for the time she spends on standby. Where such standby falls on a paid holiday listed under Article 17.01, the Employee shall receive paid standby at the rate of twenty-seven dollars (\$27) per eight consecutive hour period for the time she spends on standby. The stand-by payment shall be prorated for any period of standby of less than eight (8) hours to the nearest full hour. In the event that an Employee is called back to work as provided under 16.08 above, payment for the standby premium shall cease from the time an Employee arrives at work until the time the Employee leaves after having completed her call back assignment.

ARTICLE 17 - PAID HOLIDAYS

17.01 For all full-time Employees, the following shall be recognized as paid holidays. Full-time Employees who are not scheduled to work on a paid holiday and who qualify under Article 17.02 shall receive payment for the following holidays at their regular straight time hourly rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition to the above noted paid holidays, eligible full-time Employees may qualify for three (3) non-premium Float Holidays per calendar year. It is understood that the Hospital may designate at its sole discretion Family Day, Remembrance Day and Easter Monday as the observed Paid Holiday(s) for any of the three (3) Float Holidays.

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

For the purpose of determining eligibility for Float Holidays as provided under 17.02 below, the Hospital shall determine and designate a separate qualifying date for each Float Holiday (i.e. Family Day, Easter Monday, Remembrance Day, Employee's Anniversary Date of Employment or Employee's Birthday).

The Hospital may designate an alternate day off for any paid holiday that falls on an Employee's regular day off.

17.02 In order to qualify for pay for a holiday, a full-time Employee must have:

(a) been employed for at least thirty (30) days; and

- (b) earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the paid holiday or Float Holiday qualifying date; and
- (c) worked her last scheduled day immediately preceding and her first scheduled day immediately following the holiday, unless absent due to illness which commenced in the current or the previous pay period; and
- (d) when required by the Hospital, worked on the holiday.

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

An Employee receiving WCB/WSIB for the day of the holiday shall not be entitled to receive payment of the holiday.

17.03 A full-time Employee who is scheduled to work and works on a paid holiday listed under 17.01 shall be paid at the rate of time and one-half (1 ½) her regular straight time rate of pay for all hours worked on the holiday; in addition, if she qualifies under clause 17.02 she may elect either of the following:

- (i) payment for the holiday, provided that another lieu day off with pay has not been designated by the Hospital ;

or

- (ii) provided that another lieu day off with pay has not been designated by the Hospital, a lieu day off with pay, at her regular straight time rate of pay; such day will be granted within thirty (30) days of the date on which the holiday was observed, to be taken on a day arranged between the Employee and her Manager.

17.04 When a part-time Employee, who is eligible to receive a percentage in lieu of benefits payment, is required to work and works on one of the above-mentioned paid holidays, he shall receive time and one-half (1 ½) his regular straight time rate of pay for all hours so worked.

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

ARTICLE 18 - VACATIONS

18.01 Full-time Medical Physicists and Full-time Senior Medical Physicists shall be entitled to accrue annual vacation with pay based upon their length of continuous service on the following basis:

- (a) Employees in the first year of employment to thirteen (13) years of completed continuous service shall be entitled to accrue 1.666 days vacation with pay per full calendar month of completed continuous service in the

calendar year to a maximum annual vacation of four (4) weeks (20 days) with pay at their regular straight time hourly rate of pay.

- (b) Employees with more than thirteen (13) years of completed continuous service to twenty-two (22) years of completed continuous service shall be entitled to accrue 2.083 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of five (5) weeks (25 days) with pay at their regular straight time hourly rate of pay.
- (c) Employees with more than twenty-two (22) years of completed continuous service to twenty-eight (28) years of completed continuous service shall be entitled to accrue 2.5 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of six (6) weeks (30 days) with pay at their regular straight time hourly rate of pay.
- (d) Employees with more than twenty-eight (28) years of completed continuous service shall be entitled to accrue 2.917 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of seven (7) weeks (35 days) with pay at their regular straight time hourly rate of pay.

18.02 Full-time Medical Physics Residents shall be entitled to accrue annual vacation with pay on the basis of 1.25 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of three (3) weeks (15 days) with pay at their regular straight time hourly rate of pay.

18.03 Vacation credits are accrued from the date of hire and may not be used until the Employee has completed at least three months of continuous service.

18.04 (a) Vacation entitlement for part-time and term Employees shall be determined on the basis of 1950 regular hours paid shall equal the equivalent of one year of full-time service as per Article 18.01 and 18.02 above.

(b) Vacation pay shall be paid to part-time Employees and term Employees on a bi-weekly basis and in lieu of vacation with pay and shall be calculated at the appropriate percentage (8, 10 or 12%) of their regular straight time pay for the two week period.

(c) Vacation pay shall be paid to casual Employees on a bi-weekly basis and in lieu of vacation with pay and shall be calculated at 4.0 % of their regular straight time pay for the two-week period.

18.05 Where an Employee is absent from work without pay, in excess of thirty (30) continuous calendar days, her vacation entitlement for that year will be reduced in proportion to the period of the absence except as provided by Article 11.04.

- 18.06 Subject to the efficient operational requirements of the Hospital, vacation shall be arranged with the Employee's Manager, consideration being given to the Employee's wishes.
- 18.07 All vacation accrued by December 31st of one year must be taken by no later than December 31st of the following year. Where, for operational requirements, the Employee has not been able to use her accrued vacation credits in the previous calendar year, the Hospital may, at its discretion, grant an Employee's written request to carry over her prior accrued vacation into the following calendar year.
- 18.08 (a) Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be an in-patient in a Hospital, the period for such hospitalization shall be considered sick leave, provided such hospitalization can be verified by a medical certificate. The portion of the Employee's vacation that is deemed to be sick leave under the above provision will not be counted against the Employee's vacation credits.
- (b) Where an Employee's scheduled vacation is interrupted due to serious illness requiring the Employee to be an in-patient in a Hospital, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered as sick leave.
- (c) Where an Employee's serious illness, verified by a medical certificate, occurs prior to a period of scheduled vacation leave and the Employee's physician certifies that the illness is likely to or will continue for part or all of the employee's scheduled vacation, the vacation leave shall be rescheduled to a mutually agreed period and sick leave substituted.
- 18.09 The value of any vacation entitlement earned but not used shall be added to the Employee's terminal pay cheque.
- 18.10 Should an Employee who has commenced his scheduled vacation and upon request by the Hospital returns to perform work during the vacation period, the Employee shall be paid at the rate of one and one-half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed the Employee will receive one (1) vacation lieu day off for each day on which he has worked.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

- 19.01 Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, the Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time Employees in the active employ of the Hospital under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:

(a) Semi-Private Hospitalization Insurance

The Hospital will contribute one hundred percent (100%) of the billed premium for semi-private hospitalization insurance for each full-time eligible Employee.

(b) Extended Health Care

The Hospital will contribute on behalf of each full-time eligible Employee one hundred percent (100%) of the billed premium under the Manulife Financial Extended Health Care Plan, or its equivalent, (twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family deductible), with vision care (\$200.00 every 24 months) which can be utilized toward eye examinations and laser surgery, and audiology coverage (\$400.00 every 36 months).

The Extended Health Care benefits include chiropractic, massage therapy and physiotherapy (maximum of \$300/insured person annually for each service). Speech and Nutrition therapy are covered to a maximum of \$200/insured person annually for each service.

The Extended Health Care Plan shall provide for the dispensing fee in the filling of a prescription.

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

(c) Group Life Insurance

All eligible full-time Employees may sign up for Group Life Insurance in accordance with the terms and conditions of the Plan, which shall provide at least coverage in the amount of double the annual salary of the Employee. The Employer shall pay one hundred percent (100%) of the premium costs of the Group Life Insurance Plan.

(d) Pension Plan

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

(e) Dental Plan

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

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

The Dental Plan shall provide that:

- it is based on the current O.D.A. Fee Schedule;
- the Plan shall limit recall visits for adults only covered under the Plan to a minimum of nine (9) months between recalls; and
- the Plan shall provide for orthodontia 50/50 co-insurance with fifteen hundred dollars (\$1500.00) maximum per insured lifetime coverage.
- the Plan shall provide for complete and partial dentures at 50/50 co-insurance to one thousand dollars (\$1000.00) lifetime maximum.
- the Plan shall provide for crowns, bridgework and repairs at 50/50 co-insurance to fifteen hundred dollars (\$1500.00) annual maximum.

(f) Long Term Disability

Full-time Employees shall enrol in the Group Long Term Disability Insurance Plan and shall pay the premium costs through payroll deductions. The Hospital pays 75% of the billed premium.

Benefits are paid based on 65% of pre-disability earnings, with no monthly maximum.

19.02 The Hospital, may, at any time, substitute another carrier for any Plan provided that the benefits conferred thereunder are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Union.

- 19.03 In the event of a layoff of an Employee, the Hospital shall pay its share of the insured benefit premiums up to the end of the month in which the layoff occurs.

Thereafter, such Employee may continue to participate in the Semi-Private, Extended Health Care, and Dental insured benefit plans, subject to the terms and conditions of each plan, at his request, provided he makes arrangements for full payment of the benefit premiums. It is understood that such participation will be limited to a period of six (6) months.

19.04 Percentage in Lieu of Benefits Payment

Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee who regularly works less than twenty-one (21) hours per week or term Employee who is employed for a term of less than one year's duration shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, pregnancy SUB payments and pension, save and except salary and vacation pay) an amount equal to thirteen (13%) percent of his regular straight time hourly rate for all straight time hours paid.

Subject to the terms and conditions of the HOOPP, any part-time Employee who is eligible may elect to participate in the Pension Plan. A part-time Employee who elects to participate in the pension plan shall have her percentage in lieu of benefits payment reduced by 4%.

It is understood and agreed that the part-time Employee's hourly rate (or straight time hourly rate) in this Agreement does not include the percentage in lieu of benefits payment as applicable which is paid in lieu of fringe benefits. Accordingly the applicable percentage in lieu of benefits payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

19.05 Proration of Benefits For Regular Part-time Employees

The following provisions shall only apply to Regular Part-time Employees who are regularly scheduled to work twenty-one (21) or more hours per week:

- (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, Regular Part-time Employees as defined above shall be entitled to participate in the benefit plans provided under Article 19.01 subject to the terms and conditions of these plans.
- (b) The level of the Employer's contributions, if any, to insured benefits in which a Regular Part-time Employee participates shall be determined by multiplying the applicable percentage indicated below by the percentage of Employer contribution to insured benefits paid by the Employer for Full-time Employees under Article 19.01:

- (i) If the regularly scheduled hours of work are twenty-one (21) or more hours worked per week but less than thirty (30) hours per week, the applicable pro rata percentage shall be sixty percent (60 %).
- (ii) If the regularly scheduled hours of work are thirty (30) hours or more per week but less than full time hours as defined in Article 16.01 (a), the applicable pro-rata percentage shall be eighty percent (80%).

The Regular Part-time Employee shall be responsible for the payment of the remaining portion of premiums for benefits in which she is participating through payroll deductions.

- (c) A Regular Part-time Employee who meets the qualifiers under Article 17.02 shall be eligible for paid holidays as specified under Article 17.01. Payment for paid holidays shall be pro-rated and calculated in accordance with her applicable pro-rata percentage of seven and one-half (7 ½) hours pay at her regular straight time hourly rate.
- (d) A Regular Part-time Employee shall accrue sick leave credits on the basis of 11.25 hours per 162.5 regular hours paid and all other sick leave provisions in Article 15 shall apply.
- (e) Regular Part-time Employees shall be eligible to participate in the Pension Plan subject to the terms and conditions of the pension plan.
- (f) Article 19.04 (Percentage in Lieu of Benefits Payment) shall not apply to Regular Part-time Employees who are regularly scheduled to work twenty-one (21) or more hours per week.
- (g) Regular Part-Time Employees as defined above who qualify for pregnancy leave under this Collective Agreement are entitled to receive Supplemental Unemployment Benefits (SUB) for pregnancy leave as provided under Article 14.05 (e) of the Collective Agreement.

19.06 Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, term Employees who are employed for a period of at least one (1) calendar year's duration in a full-time term position, subject to their respective terms and conditions including any enrolment requirements, shall be eligible to participate in the Employer's subsidized insured benefit plans as provided under 19.01 above on the same basis as a regular full-time Employee.

19.07 The Employer will provide to all employees who retire and have not yet reached the age of 65 and who are in receipt of the Employer's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance until age 65.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT AND ADVANCEMENT

20.01 Conferences and Workshops

The parties to this Agreement recognize that attendance at scientific conferences, workshops and other gatherings of a similar nature constitutes an integral part of the employee's research activities and that attendance and participation in such gatherings is recognized as an element in the conduct of scientific research and development and in the performance of the duties of the Medical Physicist. An Employee will be given as much notice as is practicable of approval or denial of a request for attendance at such gatherings.

20.02 Professional Allowance

Full-time Medical Physicists and full-time Senior Medical Physicists will be provided with access to a professional allowance of \$3500 at the beginning of each fiscal year. During the first year of employment, the professional allowance will be pro-rated in accordance with the employment start date relative to the start of the fiscal year.

At least \$2000 of the professional allowance is to be applied against the cost of attending conferences, courses, seminars and similar professional meetings relevant to the practice of medical physics. Such costs include those associated with registration, accommodation and travel. Professional travel requests will generally be made in advance of the new fiscal year and will require departmental approval. The remainder (less than \$1500) may be used for the purchase of books, computer software and hardware, and professional memberships directly related to job responsibilities. Requests for these purchases will require departmental approval. Any material acquisitions obtained under this provision become the property of the Employer. Part-time Medical Physicists and part-time Senior Medical Physicists shall be provided with their professional allowance on a pro-rated basis.

A Medical Physicist and Senior Medical Physicist shall be reimbursed for these professional expenses in accordance with Hospital Policy.

ARTICLE 21 - COMPENSATION

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

21.02 Annual Salary Adjustment For Medical Physicists and Senior Medical Physicists

(a)(i) The annual salary review date of July 1st shall continue to apply to all full-time Medical and Senior Medical Physicists who have been employed prior to July 1st, 2001, except where they are subsequently promoted to higher job classification on or after July 1st, 2001. Upon an Employee

being promoted to a higher rated job classification on or after July 1st, 2001, the effective date of the promotion shall become the Employee's revised annual service review date. Thereafter, the Employee's salary will be reviewed on an annual service basis, subject to adjustment to their service review date in accordance with Article 11.04 (Effect of Absence).

- (ii) Each full-time Medical Physicist and Senior Medical Physicist hired on or after July 1, 2001 salary will be reviewed on an annual service basis (date of hire as a Medical Physicist or Senior Medical Physicist), subject to adjustment to their service review date in accordance with Article 11.04 (Effect of Absence).
 - (iii) Subject to an Employee meeting job requirements and expectations including an Employee obtaining at least a satisfactory annual performance rating, an Employee shall progress through the salary grid of his job classification on the Employee's service review date as provided under 21.02 (a) (i) and (ii) above. Effective July 1, 2007, progression through the salary grid shall be at five percent (5.0%) increments, to the extent that such adjustment does not result in the Employee's annual salary exceeding the maximum rate of his job classification salary range.
 - (iv) Notwithstanding Article 21.02 (a) (iii) above, after two (2) years of employment as a Medical Physicist, further salary progression is contingent upon completion of the membership requirements of the Canadian College of Physicists in Medicine (CCPM) or equivalent as determined by the Employer. Proof of current CCPM membership shall be provided to the Hospital upon request.
- (b) For the purpose of service review date, part-time and casual Employees' service review for salary progression through their job classification salary range shall occur when the Employee has worked at least 1725 hours from her most recent date of hire. Thereafter, further salary reviews shall occur after the Employee has worked an additional 1725 hours since her last salary adjustment date.
 - (c) At the sole discretion of the Hospital, subject to significantly exceeding performance review expectations and the availability of fiscal resources, Senior Medical Physicists who have reached the maximum of their salary range may be eligible to receive an additional re-earnable annual cash bonus as provided under Schedule "B".

21.03 Annual Salary Adjustment For Medical Physics Residents

Subject to meeting job requirements and expectations including obtaining at least a performance rating of satisfactory, a full-time Medical Physics Resident shall be advanced to the One Year Rate of their job classification salary range as provided under Schedule "B" after having completed twelve (12) months of continuous service as a Medical Physics Resident. Except as expressly stated in Article 11.04,

if an Employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during such twelve (12) month period, her service review date will be extended by the entire period of her absence in excess of thirty (30) continuous calendar days.

21.04 Promotion To A Higher Rated Bargaining Unit Job Classification

An Employee who has been promoted to a higher level bargaining unit position or whose position has been reclassified to a higher level bargaining unit position shall receive a six (6%) per cent salary adjustment or be moved to the minimum of the salary range of the higher rated position, whichever is greater.

21.05 Rules Concerning Previous Experience

In hiring new Employees, the Hospital may assess at its sole discretion the relevance of any recent and related prior experience in determining the initial salary of an Employee within the salary range of the job for which the Employee has been so hired.

- 21.06 (a) A full-time Employee whose status is altered to that of part-time will receive a pro-rated part-time equivalent salary for that classification based on her scheduled hours.
- (b) A part-time Employee whose status is altered to that of full-time will receive the appropriate full-time equivalent salary for that classification.
- (c) For the purposes of this clause, an Employee whose status is so altered will be given credit for service accumulated since date of last advancement.

21.07 New Job Classifications

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

When the Employer makes a substantial change in the job content of an existing classification that in reality causes such classification to become a new classification, the Employer shall notify the Union and agrees to meet with the

Union if requested to permit the Union to make representations with respect to the appropriate rate of pay.

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

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

21.08 Retroactivity

Retroactivity will be paid on the salary rates, specified in Schedule "B", only to those Medical Physicists and Senior Medical Physicists on staff as of the date of ratification of the Memorandum of Settlement (February 22, 2008). Retroactivity will be paid on the salary rates, specified in Schedule "B", only to those Medical Physics Residents on staff as of the date of ratification of the Memorandum of Settlement (February 22, 2008).

The Hospital shall provide each Employee with an itemized statement of her own retroactivity payment. All other provisions shall be effective the date of the ratification of the Memorandum of Settlement (February 22, 2008), unless otherwise specifically provided. Such retroactive pay shall be paid within sixty (60) days of the date of ratification of the Memorandum of Settlement (February 22, 2008).

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce that will significantly change the status of Employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon the Employees concerned.

22.02 In the event of the introduction of any technological changes that the Employer has decided to introduce that will significantly change the status of Employees within the bargaining unit, the Hospital will:

(a) provide the Union with no less than ninety (90) calendar days notice of such technological change, and

(b) meet with the Union 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.

ARTICLE 23 - GENERAL

23.01 A copy of this Agreement will be provided by the Hospital to all bargaining unit Employees. The cost of the printing of the Collective Agreement, if any, will be equally shared by the Hospital and the Union.

23.02 All Employees covered by this Agreement shall be provided with an information hand-out, outlining the services of the Employee Assistance Program, if any, at the time of orientation or as may be individually requested.

23.03 Bulletin Boards

The Employer shall provide to the Union adequate bulletin board space place so as to inform all Employees in the bargaining unit of the activities of the Union. No notice will be posted without the prior consent of the designated Hospital Representative.

23.04 Notice of Changes

- (a) Notice to an Employee may be given personally or by registered post or courier to the last address shown on the Hospital's records and such notice shall be deemed to have been given three (3) days after having been delivered to the courier or postal authorities.
- (b) Employees are expected and required to keep the Hospital informed of their address.

ARTICLE 24 - DURATION

24.01 This Agreement shall remain in full force and effect until June 30, 2010 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.

24.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date of ratification (February 22, 2008).

SIGNATURE PAGE

**FOR THE REGIONAL CANCER
CENTRES EMPLOYERS
ASSOCIATION**

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

Don Halpert

M Demers

Peter McGhee

Victor Peters

Janice Scott

Craig Lewis

Mike Patterson

Michael Tassotto

Peter Dixon

Dan Rafferty

SIGNED THIS 2nd DAY OF JUNE 2008.

LETTER OF UNDERSTANDING

Between the Regional Cancer Centres Employers Association

and

The Professional Institute of the Public Service of Canada

in respect of the Medical Physicist Group

Re: Retention Allowance

Effective July 1, 2007, Medical Physicists will be paid an annual retention allowance of \$5000 and Senior Medical Physicists an annual retention allowance of \$8000. Retroactivity will apply only to those Medical Physicists and Senior Medical Physicists on staff as of the date of Memorandum of Settlement (January 17, 2008). The retention allowance shall be paid in equal installments on the regular pay dates as determined by the Hospital. Part-time Medical Physicists and part-time Senior Medical Physicists shall be paid a retention allowance on a pro-rated basis. This allowance does not form part of salary for the purposes of Group Benefits.

**FOR THE REGIONAL CANCER
CENTRES EMPLOYERS
ASSOCIATION**

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

Don Halpert

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Craig Lewis

Mike Patterson

Michael Tassotto

Peter Dixon

Dan Rafferty

SIGNED THIS 2nd DAY OF JUNE 2008.

SCHEDULE “A” HOSPITAL MEMBERSHIP LIST

1. Grand River Hospital
2. Hamilton Health Sciences Centre
3. Kingston General Hospital
4. Lakeridge Health Corporation
5. London Health Sciences Centre
6. Sudbury Regional Hospital
7. Sunnybrook Health Sciences Centre
8. Thunder Bay Regional Health Sciences Centre
9. The Ottawa Hospital
10. Windsor Regional Hospital

SCHEDULE “B” SALARY RATES

Classification	Effective July1/07		Effective July1/08		Effective July1/09	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Medical Physicist	99,264.69	131,263.95	102,242.63	135,201.87	105,309.90	139,257.93
Senior Medical Physicist*	117,276.17	150,101.71	120,794.46	154,604.76	124,418.29	159,242.90
	Start	After 1 Year	Start	After 1 Year	Start	After 1 Year
Physics Resident MSc.	53,975.09	56,620.13	53,975.09	56,620.13	53,975.09	56,620.13
Physics Resident PhD.	59,404.22	62,018.36	59,404.22	62,018.36	59,404.22	62,018.36

* A Senior Medical Physicist who reaches the salary range maximum may be eligible for the re-earnable annual cash bonus of \$5,000, subject to the conditions specified in Article 21.02 (c).

Note: The above salary rates are based upon 1950 hours paid annually.

Adjustments to Employees Individual Salary Rates Applicable to Medical Physicists and Senior Medical Physicists

Effective July 1, 2007:

- Medical Physicists on staff the date of ratification of the Memorandum of Settlement (February 22, 2008) shall receive a 2.7% salary adjustment.
- Senior Medical Physicists on staff the date of ratification of the Memorandum of Settlement shall receive a 4.5% salary adjustment.
- Any Medical Physicist or Senior Medical Physicist who commenced employment after July 1, 2007 and up to the date of ratification and who was on staff on the date of ratification of the Memorandum of Settlement shall be entitled to the salary adjustments as provided above.

Effective July 1, 2008:

- Medical Physicists and Senior Medical Physicists shall receive a 3% salary adjustment.

Effective July 1, 2009:

- Medical Physicists and Senior Medical Physicists shall receive a **3%** salary adjustment.

Adjustments to Employee Salary Rates Applicable to Physics Residents

- Effective July 1, 2007: Physics Residents shall receive a 3% salary adjustment.

