

## PIPSC Bargaining Proposals

Collective Agreement Between  
the Regional Cancer Centres Employers Association  
and the  
Medical Physicists (MP) Bargaining Unit  
having expired on June 30, 2019

Exchanged proposals November 24, 2020

The Professional Institute of the Public Service of Canada presents its demands to the Regional Cancer Centres Employers Association in order to renew the collective agreement which expired June 30 2019.

Changes are highlighted in **bold**. Where deletions are proposed they are identified by the ~~striketrough~~ of existing text. Clauses which are not identified in this package are proposed to be renewed except for editorial changes which may be required.

In all instances , the Institute reserves the right to accept, withdraw demands or table new ones; whatever settlement is subject to an agreement on the entirety of all items tabled by the parties and their respective ratification processes.

#### Consequential adjustments

Consequential adjustments may be required, and will be agreed between the negotiators.

#### PIPSC-MP Bargaining Team

The Institute's bargaining Team is:

- Daniel Provost**, Sudbury, (NECC)
- Bryan Schaly**, London, (LRCP)
- **Paule Charland**, Kitchener, (GRRCC)
- Anthony Kim**, Toronto, (SHSC-OCC)
- Kevin Ross-Diamond**, Hamilton, (JCC)
- Jean-Paul Leduc**, Negotiator, PIPSC

#### **Bargaining approach:**

**One of the best ways to persuade others is by listening.**

## **MP PIPSC DEMANDS**

### **3.02 Professional Certification and Licensing Requirements**

3. In order to qualify for employment as a Senior Medical Physicist, an individual must have successfully completed the Employer's selection process. ~~Proof of declared advanced professional standing, such as CCPM fellowship, shall be provided to the Employer upon request.~~

**The process should be made available to all employees; it should be consistent across all cancer centres under schedule A. All qualified medical physicist shall be evaluated within the job expectation and responsibility when applying for the process as per article 12.01 (a).**

### **3.03 Categories of Employees**

**The institute reserve the right to discuss language at a later date related to categories of Employees.**

**The Institute wish to discuss reverse seniority in 13.02**

- 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.~~

**In case of a layoff for full time or part time Employees, the employer can layoff a position granted they respect the reverse seniority.**

- (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.

#### 14.05 Pregnancy Leave

##### (e) Pregnancy Leave SUB payment

A full-time Employee who is on pregnancy leave as provided under this Agreement 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 **ninety-three percent (93%)** ~~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.

#### 14.06 Parental Leave

##### (f) Parental Leave SUB Payment

A full-time Employee on parental leave 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 **ninety-three percent (93%)** ~~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 **he**/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.

## **ARTICLE 15**

### **SICK LEAVE**

#### **15.XX (NEW) INFECTIOUS DISEASE EMERGENCY LEAVE**

- (a) For the purposes of this provision, Infectious Disease shall include diseases caused by a novel coronavirus, including Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome (MERS) and coronavirus (COVID-19).**
- (b) Employees who are required to take emergency leave as a result of an infectious disease, as defined in (a), above, shall be provided leave with pay by the Employer with no loss of pay, sick leave, benefits, seniority or service.**
- (c) Effective March 1, 2020, the Employer shall grant paid emergency leave to Employees prevented from reporting to work for the following reasons resulting from an Employee's exposure to, or inability to work due to circumstances arising from, an Infectious Disease, including:**

  - i) Self-isolation required as a result of a suspected exposure of the Employee or a person living in their home, or as a result of essential travel.**
  - ii) The Employee or a person living in their home is diagnosed as having contracted the infectious disease.**
  - iii) Family care responsibilities arising from the closure of schools or daycare for which the employee is unable to make alternate arrangements and the Employer is unable to accommodate the Employee's family status with modified work arrangements.**
- (d) For greater clarification, and Employee who is sick with an infectious disease shall be entitled to sick leave in accordance with Article 15, and WSIB benefits if the illness is a result of an exposure at the workplace. Absences due to COVID-19 shall not be considered for the purposes of 15.02.**

#### 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 **at the rate of time and one-half (1½) his/her regular straight time** for authorized work, directed towards patient care, outside of the standard hours of work **and regular time for** 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 ~~75~~ **112.5** hours of time off in lieu of overtime in a given year. The commencement and conclusion of the year shall be left to the determination of each individual Hospital;
  - The hours in the refillable bank may be carried forward indefinitely but may at no time exceed ~~75~~ **112.5** 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 working days, the Employee shall receive an allowance equivalent to ~~six percent (6%)~~ **eight percent (8%)** of her regular straight time hourly rate for each hour so worked from the commencement of the assignment.

### ARTICLE 17 - PAID HOLIDAYS

**17.03 Occasionally a statutory holiday falls on a weekend, and to make up for that situation another day from Monday-Friday is taken off in lieu of the holiday.** A full-time Employee who is scheduled to work and works on a paid holiday **or a day taken in lieu of a statutory 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.

### ARTICLE 18 VACATIONS

**Modify:** 18.01 (b) From 12 to 22 years to 12 to **21** years = 25 days

(c) From 22 to 28 years to 21 to **27** years = 30 days

(d) From 28 years to **27** years = 35 days

## ARTICLE 19 HEALTH AND WELFARE BENEFITS

### 19.01

#### (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 (~~\$500~~ ~~\$400~~ every 24 months) which can be utilized toward laser surgery, eye examinations (up to \$90 every 24 months) and audiology coverage (~~\$600 .00~~ ~~\$500.00~~ every 36 months).

The Extended Health Care benefits include chiropractic, massage therapy, **occupational therapy** and physiotherapy (maximum of ~~\$400~~ ~~\$300~~/insured person annually for each service). Speech and Nutrition therapy are covered to a maximum of ~~\$300~~ ~~\$200~~/insured person annually for each service.

The Extended Health Care Plan shall provide for the dispensing fee cap of 12.00 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.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

#### (c) Pension Plan

All present Employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the plan (Healthcare of Ontario Pension Plan (HOOPP) ~~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.

~~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.~~

**19.07 Early Retiree Benefits**

**The Hospital will provide to all employees who reach age 55-56 years of age who retire (including disability retirements) on or after July 1, 2015 and have not yet reached age 65 and who are in receipt of the hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the employer the full amount of the monthly premium, in advance. The retiree will provide the Hospital with preauthorized direct withdrawal information to payroll for premium payments.**

**The Hospital will provide to all employees who reach age 57 and retire (including disability retirements) on or after July 1, 2015 and have not yet reached age 65 and who are in receipt of the hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefits plans. The retiree will provide the Hospital with preauthorized direct withdrawal information to payroll for premium payments.**

**The Hospital will contact Employees who retired between July 1, 2015 and the effective date of ratification by both parties at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of ratification by both parties to advise them of their entitlement above.**

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

## ARTICLE 20 PROFESSIONAL DEVELOPMENTS AND ADVANCEMENT

### 20.02 Professional Allowance

Full-time Medical Physicists and full-time Senior Medical Physicists will be provided with access to a professional allowance ~~\$3500~~ **of \$4000** 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 the end of the fiscal year, any remainder of professional allowance up to a **maximum of \$4000** may be carried over to the following fiscal year. At no time will the accumulated professional allowance **exceed \$8000**.

In any given fiscal year, no more 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. The remainder of accumulated professional allowance is to be applied against the cost of **professional memberships and** 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. A Medical Physicist and Senior Medical Physicist shall be reimbursed for these professional expenses in accordance with Hospital Policy.

## NEW ARTICLE XX

### BILL 124

**In the event that Bill 124 is found to be unconstitutional, the parties agree that they will voluntarily submit to an interest arbitration board under the *Hospital Labour Disputes Arbitration Act* and the *Labour Relations Act*, any dispute over an appropriate Bill 124 remedy, and the interest board of arbitration will have the jurisdiction to make whatever award on salary and compensation matters that would have been made had Bill 124 not been unconstitutionally in effect at the time of the collective agreement that was subject to Bill 124's restrictions, or otherwise necessary to remedy the unconstitutionality of Bill 124.**

***Note: The Institute's entering into collective bargaining is without prejudice to its position that the salary and compensation restrictions under Bill 124 are unconstitutional and to the right to a just and appropriate remedy for that unconstitutionality as it affects the salary and compensation terms of this collective agreement.***

## **NEW ARTICLE XX**

### **PANDEMIC PAY**

In the event that collective bargaining restrictions under Ontario Regulations 241/20 and 408/20 made under the *Emergency Management And Civil Protection Act* are found to be unconstitutional, the parties agree that they will voluntarily submit to an interest arbitration board under the *Hospital Labour Disputes Arbitration Act* and the *Labour Relations Act*, any dispute over an appropriate Ontario Regulations 241/20 and 408/20 remedy, and the interest board of arbitration will have the jurisdiction to make whatever award on salary and compensation matters that would have been made had the collective bargaining restrictions under Ontario Regulations 241/20 and 408/20 not been unconstitutionally in effect at the time of the collective agreement that was subject to the collective bargaining restrictions under Ontario Regulations 241/20 and 408/20's, or otherwise necessary to remedy the unconstitutionality of Ontario Regulations 241/20 and 408/20.

***Note:** The Institute's entering into collective bargaining is without prejudice to its position that the salary and compensation restrictions under Ontario Regulations 241/20 and 408/20 are unconstitutional and to the right to a just and appropriate remedy for that unconstitutionality as it affects the salary and compensation terms of this collective agreement.*

## **SCHEDULE "A" HOSPITAL MEMBERSHIP LIST**

### **11- Niagara Health System**

### **ARTICLE 24 DURATION**

24.01 This Agreement shall remain in full force and effect until June 30, 2018 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.

## **SCHEDULE "B" SALARY RATES**

**Effective July 1, 2019 – 2%**

**Effective July 1, 2020 – 2%**

**Effective July 1, 2021 – 2%**

**The Institute would finally like to resolve the following issue:**

**1- Options to address the gap in Schedule B Pay Scale between the Medical Physicists and the Senior Medical Physicists.**