

COLLECTIVE AGREEMENT

Between:

SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES CLERICAL  
(referred to as “the Employer”)

And:

ONTARIO NURSES’ ASSOCIATION  
(referred to as “the Union”)

EXPIRY DATE: April 14, 2010

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE ..... 1

ARTICLE 2 - RECOGNITION..... 1

ARTICLE 3 - MANAGEMENT RIGHTS..... 1

ARTICLE 4 - DEFINITIONS ..... 2

ARTICLE 5 - RELATIONSHIP..... 2

ARTICLE 6 - NO STRIKE, NO LOCKOUT ..... 4

ARTICLE 7 - UNION SECURITY ..... 4

ARTICLE 8 - REPRESENTATION AND COMMITTEES ..... 5

ARTICLE 9 - GRIEVANCE PROCEDURE ..... 8

ARTICLE 10 - ORIENTATION AND INSERVICE .....12

ARTICLE 11 - ACCESS TO FILES ..... 13

ARTICLE 12 - SENIORITY..... 14

ARTICLE 13 - LEAVES OF ABSENCE .....24

ARTICLE 14 - SICK LEAVE AND LONG-TERM DISABILITY .....31

ARTICLE 15 - HOURS OF WORK/SCHEDULING.....33

ARTICLE 16 - PREMIUM PAYMENT.....37

ARTICLE 17 - PAID HOLIDAYS .....39

ARTICLE 18 - VACATIONS .....41

ARTICLE 19 - HEALTH AND WELFARE BENEFITS.....44

ARTICLE 20 – VIOLENCE IN THE WORKPLACE.....47

ARTICLE 21 - MISCELLANEOUS.....48

ARTICLE 22 - COMPENSATION.....49

ARTICLE 23 - DURATION .....52

ARTICLE 23 - RETROACTIVITY .....52

  

SCHEDULE “A”.....54

SALARY GRID - ONA CLERICAL..... 54

  

LETTER OF UNDERSTANDING .....55

RE: HIRING OF STUDENTS ..... 55

  

LETTER OF UNDERSTANDING .....56

RE: RESTRUCTURING ..... 56

  

LETTER OF UNDERSTANDING .....57

RE: Travel Time ..... 57

  

APPENDIX 1.....58

GRIEVANCE FORM..... 58

## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible service to the community. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The employer shall not propose and/or enter into an agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent for all clerical employees employed by Services de Sante de Chapleau Health Services located in Chapleau and at the Gogama and Foleyet Nursing Stations, save and except for Program Managers, persons above the rank of Program Manager and the positions of Executive Assistant and Administrative Assistant.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain fully with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, promote, demote, classify, transfer, lay-off, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish and enforce reasonable Rules and Regulations not inconsistent with the provisions of this Agreement, governing the conduct of employees, and;
  - (d) generally to manage and operate the Hospital, and without restricting the foregoing to determine the kinds and locations of equipment, machines and resources to be used, the allocation and number of employees required by the Employer from time to time, and to operate the Hospital and premises of the Employer in a manner consistent with the complete and efficient operation of the Hospital.

- (e) exercise its right and administer the collective agreement in a fair and reasonable manner.

3.02 It is agreed that the Employer may exercise any of the rights, powers, functions or authorities which the Employer had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 - DEFINITIONS**

- 4.01 The word "employee" or "employees" whenever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as in herein before described.
- 4.02 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 15.
- 4.03 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 15. All other part-time employees shall be considered casual employees.

#### **ARTICLE 5 - RELATIONSHIP**

The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her/his rights under the Collective Agreement.
- 5.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, disability, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 5.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability". ref: *Ontario Human Rights Code*, Sec. 5 (2)

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her/his employer or agent of the employer or by another employee". ref: *Ontario Human Rights Code*, Sec. 7 (2)

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: *Ontario Human Rights Code*, Sec. 7 (3)
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.
- (f) Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.
- (h) Harassment & Discrimination

The local parties will determine through joint meetings the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code*, Sec. 10 (1)

5.05

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

## **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

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

## **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.

Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the union, the Employer shall make the deduction in the manner agreed to by the parties.

- 7.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Provincial Vice-President - Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made and the employees' social insurance numbers. The list shall also include deletions (indicating terminations) and additions from the preceding month. A copy of this list will be sent to the local Union. If the Employer agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out.
- 7.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee. These interviews will be scheduled in advance. The exact time and location of the meeting will be agreed

to between the Local Union and the Employer. Where two or more employees begin working at the same time the interviews will be conducted collectively.

- 7.07 The Employer 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 Employer's payroll system.

## **ARTICLE 8 - REPRESENTATION AND COMMITTEES**

### 8.01 Meetings:

All joint Employer Union meetings shall be scheduled, where practical, during the employee's regular working hours. The Employer will provide replacement staff where operationally required.

The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer. The Employer will pay the Bargaining Unit President at her/his straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours when requested by the Employer or mandated by the Collective Agreement.

### 8.02 Employee Representatives & Grievance Committee

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select not more than three (3) Union representatives from amongst the employees in the bargaining unit for the purposes of dealing with Union business as provided in this Collective Agreement. These three (3) Union representatives will form the grievance committee and one of them will be chair. Up to two members of the grievance committee may assist in the presentation of any grievances that may arise.
- (b) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. The Employer agrees to pay the Union representatives for all time spent during their regular hours in meeting with management in the resolution of grievances.

### 8.03 Employer-Union Committee

- (a) There shall be an Employer-Union Committee comprised of two (2) representatives of the Employer and two (2) members of the Union. The membership of this committee may be expanded by mutual agreement.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended

disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern regarding work of the bargaining unit
  - ii) discussing and reviewing matters relating to orientation and in-service programs.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

#### 8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, arbitration.

#### 8.05 Occupational Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees from each Hospital site.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- (e) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.

- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

"A member of a committee is entitled to,

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

"A member of a committee shall be deemed to be at work during the times described [above] and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper." ref: *Occupational Health and Safety Act*, Sec. 9(35)

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- (i) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (j) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association. Upon written request, all Association members on the Joint Health and Safety Committee shall be trained as certified workers.
- (k) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act*, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid

by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)

- 8.06 (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Employer in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Employer experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Employer agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Employer agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Employer at her/his regular or premium rate as may be applicable.
- 8.07 The Union may hold meetings on the workplace premises providing permission has been first obtained from the Employer.
- 8.08 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 8.09 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Local Union.
- 8.10 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the workplace for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the C.E.O. or designate. Such representatives shall have access to the premises only with the approval of the C.E.O. which will not be unreasonably withheld.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 For 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 her/his union representative. In the case of suspension or

discharge, the Employer shall notify the employee of the purpose of this meeting and of this right in advance. The Hospital will also advise the Bargaining Unit unless requested otherwise.

- 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/he has first given her/his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her/his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of the immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance through the Union, signed by the employee, to her/his immediate supervisor. The grievance shall be on a form referred to in Article 9.08 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her/his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her/him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Hospital Administrator or designate. A meeting will then be held between the Hospital Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by mutual agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Hospital C.E.O. or designate may have such counsel and assistance as she/he may desire at such meeting. The decision of the Employer shall be delivered in writing to the Labour Relations Officer and the local association representative within nine (9) 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. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be hereby bypassed. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.
- 9.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Director or designate

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. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 9.06 The Union may process a grievance to the subsequent step level in the event the Employer fails to respond within the prescribed time limits.

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

- 9.07 Union grievances shall be on the form set out in Appendix 1.

- 9.08 The release of an employee during the probationary period shall not be subject of a grievance or arbitration unless such release is a result of discrimination under the Human Rights Code.

#### Arbitration

- 9.09 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No.2 , it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 9.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

- (a) Selection decisions on job vacancies  
(b) Premiums

- (c) Scheduling issues
- (d) Article 21 – Compensation issues
- (e) Entitlement to leaves, including vacation
- (f) Discipline up to, but not including discharge
- (g) Short term layoffs
- (h) Dues issues
- (i) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 9.12. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.14, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 9.11 For all other grievances, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 9.11. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.14, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 9.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.15 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 chair of the Arbitration Board.
- 9.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of *The Labour Relations Act*.

#### **ARTICLE 10 - ORIENTATION AND INSERVICE**

- 10.01 The Employer recognizes the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.
- 10.02 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, employees whose probationary period has been extended under Article 12.01, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the employee to assume satisfactorily the duties of such position. A request by such an employee for orientation shall not be unreasonably denied.
- 10.03 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Such programs will be publicized.
- 10.04 When an employee is on duty and is authorized to attend any in-service program within the workplace and during her/his regularly scheduled working hours the employee shall suffer no loss of regular pay. Should the Employer require an employee to acquire upgraded or specific skills on the work unit, the Employer will pay for attendance at such training at regular wages and will also pay for tuition and materials.
- 10.05 Technological Change
- (a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has

decided to introduce which will significantly change the status of the employee within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.07 will apply.

- (b) Where technological change is being implemented and new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work wherever possible and may extend for up to six (6) months.

10.06

- (a) Where there are vacant positions available under Article 12 but an employee who has received notice of layoff is not qualified to perform the available work, and such employee is not able to displace another employee under Article 12, the employee will be provided with a maximum of twelve (12) weeks training provided that this training would result in the employee being qualified to do the work available. In determining the position for which training will be provided the Employer shall take account of the employees stated preference.
- (b) Where an employee receives training under this provision, she/he need not be considered for any further vacancies for a period of six (6) months from the date she/he is placed in the position.

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

11.01

A copy of any completed evaluation which is to be placed in a 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 or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor. A copy of the evaluation will be provided to the employee at her or his request. A request by an employee for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 11.02, upon review of the file, should the employee believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

- 11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen(18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

## **ARTICLE 12 - SENIORITY**

- 12.01 (a) A new employee will be considered to be on probation until she/he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period, she/he shall be credited with seniority equal to forty-five working days.
- (b) i) With the written consent of the Employer, the probationary employee and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) tours (225 hours)worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension.
- ii) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.
- (c) An employee who transfers from casual or regular part-time to full-time status or vice versa shall not be required to serve a probationary period where such employee has previously completed one since her/his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- 12.02 (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list.
- (b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

- (c) A seniority list shall be maintained for casual part-time employees for the purposes of Article 12.06 only. Seniority on such lists will be expressed in terms of total hours worked and will be applicable solely for purposes of Article 12.06.
- (d) A copy of the current seniority list will be filed with the Bargaining Unit President, or designate, on request and on December 1st and June 1st of each year. A copy of the seniority list shall also be posted at the same time.

12.03 An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part time shall receive credit for her/his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her/his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, part-time seniority, once converted to a date, shall not precede the part-time employee's date of hire.

12.04 If a full-time employee's absence without pay from the workplace including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which she/he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 13.07 and while an employee is on parental leave under Article 13.08 for a period of up to eighteen (18) weeks or the maximum allowed under the Employment Standards Act, the Employment Insurance Act or other applicable legislation, whichever is greatest. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks or the maximum allowed under Employment Standards Act, the Employment Insurance Act or other applicable legislation while on parental leave under Article 13.08.

NOTE 1: The accrual of seniority and service for employees on pregnancy and parental leave applies to both full-time and part-time employees.

NOTE 2: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

12.05 Seniority for part-time employees shall accrue for absences due to a disability in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

12.06 Loss of Seniority

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

- (a) resigns
- (b) retires
- (c) is discharged and not reinstated through the grievance and arbitration procedures
- (d) has been laid off for twenty-four (24) months
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.
- (f) fails to return to work (subject to the provisions of 12.05(e)) upon termination of an authorized leave of absence without permission in writing from the Employer. Such permission will not be unreasonably denied.
- (g) if the employee has been laid off and fails to return to work within fifteen (15) calendar days after the employee has been notified of a recall by the Employer, through registered mail, addressed to the last address on the records of the Employer; or such further period of time as may be agreed upon by the parties.

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

- 12.07
- (a)
    - i) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. All applications are to be made in writing within the posting period. Subsequent vacancies created by the filling of a posted vacancy are to be posted for five (5) consecutive days.
    - ii) A copy of all job postings will be provided to the local Union at the time of posting. As well, the names of the successful candidate will be provided.
    - iii) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

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

- (b) An employee may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Employer and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

- (d) Employees shall be selected for positions under either 12.06 (a) on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her/his full-time or part-time ONA clerical bargaining unit, will be selected.

The successful applicant will be placed in the vacancy for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory, then she/he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she/he is unable to perform the duties of the vacancy to which she/he is posted, the employee will be returned to her/his former position at her/his former salary or rate of pay, and the filling of subsequent vacancies will likewise be reversed.

- (e) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to

casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her/his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

- (f) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- (g) An employee selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her/his selection. This does not apply to employees applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 12.07.

#### 12.08 Layoff

- (a) A short term layoff shall mean:
  - i) a layoff resulting from a planned temporary closure of any part of the Employer's workplace during all or part of the months of July and August ( a summer shutdown) or during the period between December 15<sup>th</sup> and January 15<sup>th</sup> inclusive (Christmas shutdown); or
  - ii) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Employer's workplace for the purpose of construction or renovations; or
  - iii) any other temporary layoff which is not anticipated to exceed three (3) months in length.
- (b) In the event of a short term layoff, the Employer shall provide the local Union with no less than 30 calendar days' notice.
- (c) Cancellation of single or partial shifts shall not be considered a layoff, however it will be conducted on the basis of the reverse seniority of employees in the classification affected. A partial or single shift reassignment will not be considered a layoff, however it will also be conducted on the basis of reverse seniority in the classification affected.

- (d) An employee who has been notified of a short-term layoff may:
- i) accept the layoff; or
  - ii) opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 19; or
  - iii) elect to transfer to a vacant position, provided she/he is qualified to perform the available work; or
  - iv) displace the least senior employee in the bargaining unit whose work she/he is qualified to perform.
- (e) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (f) In the event of a proposed layoff at the Hospital of a permanent or long-term nature the Hospital shall:
- i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
  - ii) provide to the affected employee(s) no less than five (5) months written notice of layoff.
- (g) An employee who has been notified of a long-term layoff may
- i) accept the layoff; or
  - ii) opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 19; or
  - iii) elect to transfer to a vacant position provided that she/he is qualified to perform the available work; or
  - iv) displace another employee, in any classification for which qualified, and who has lesser bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee subject to layoff is qualified to perform.
- (h) In all cases of layoff, the Employer shall meet with the local Union to review the following:
- i) the reasons for the layoff and the expected duration of the layoff if short term
  - ii) the service which the Employer will undertake after the layoff;
  - iii) the method of implementation including the areas of cut-back and the employees to be laid off; and
  - iv) any limits which the parties may agree on the number of employees who may be newly assigned to a unit or area.

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

- 12.09 In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.
- 12.10 (a) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
- (b) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her/his former position there shall be no obligation to consider the vacancy under Article 12.06. Where the employee refuses the opportunity to return to her/his former position the employee shall advise the Employer in writing.
- (c) No reduction in hours or work shall take place to prevent or reduce the impact of a layoff without the consent of the Union. In the event that the Employer has an operational requirement for such reduction in hours to reduce the impact of layoff, such consent by the Union will not be unreasonably withheld.
- (d) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories as per Article 12.09 before any new employee is hired into either category.
- (e) Full-time and part-time layoff and recall rights shall be separate.
- (f) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 12.09 have been complied with.
- (g) In this Article (12.08), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- 12.11 Full-time and regular part-time employees shall be recalled in the order of seniority subject to the following provisions, provided that an employee recalled is qualified to perform the available work.
- (a) Full-time and regular part-time employees on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which an employee is willing to accept, and shall remain valid

for six weeks. However if an employee declines an occasional or temporary vacancy the Employer shall not be obliged to call upon the employee again during the balance of such six-week period.

- (b) For the purposes of this article, an "occasional vacancy" shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- (c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then by seniority to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to casual part-time employees. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then by seniority to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- (d) An employee to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her/his position on the recall list.

The acceptance of a temporary or occasional vacancy that is anticipated to exceed sixty(60) calendar days shall be considered a recall from layoff for purposes of Article 12.05(c). No new notice of layoff will be required and the employee will be deemed to be laid off at the conclusion of the temporary or occasional vacancy.

A full-time employee on layoff who accepts a temporary full-time vacancy within thirty (30) days of the effective day of layoff will continue to receive benefit coverage for the duration of the temporary vacancy.

A full-time employee who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time employee and shall be paid accordingly, and shall continue to receive benefit coverage so long as she/he continues to fill a temporary vacancy and such full-time employee shall accrue seniority in the manner prescribed for full-time employees throughout the period of employment.

Otherwise, a full-time employee who accepts a temporary or occasional vacancy shall be paid her/his regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time employees.

A full-time employee who accepts a temporary part-time vacancy or occasional vacancies as provided herein will accrue seniority throughout the period of such employment in the manner prescribed for part-time employees.

A part-time employee who accepts a temporary or occasional vacancy will accrue seniority throughout the period of such employment in the manner prescribed for part-time employees.

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

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

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

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Bargaining Unit of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 12.11 and/or 21.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.

- 12.13 (a) Employees not covered by the terms of this Agreement, will not perform the duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies, when regular employees are not available.
- (b) The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees, other than casual part-time employees, results from such contracting out.
- (c) Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such

contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- i) to employ the employees thus displaced from the Employer; and
- ii) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

- 12.14
- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
  - (b) At the time of issuing notice of long term layoff pursuant to Article 12.07, the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under the Employer's pension plan, in order of seniority, to the extent that the maximum number of employees in either full-time or regular part-time status who elect early retirement is equivalent to the number of employees who would otherwise be subject to layoff under Article 12.07.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- (c) Where an employee has received individual notice of long term layoff under Article 12.07 such employee may resign and receive a separation allowance as follows:
  - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she/he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
  - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, her or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

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

NOTE 1: Seniority lists and layoff and recall rights of part-time employees shall be separate from full-time employees.

NOTE 2: The seniority list referred to in Article 12.02 shall include any other information that is currently provided to the Union.

### **ARTICLE 13 - LEAVES OF ABSENCE**

13.01 The Employer may grant Leaves of Absence without pay to any employee for personal reasons, upon written application by the employee explaining the purpose of such leave. Such leave shall be confirmed in writing by the Employer within fourteen (14) days, except in cases of emergency and shall specify the date on which the employee is required to return to work. Such leave shall not be unreasonably withheld.

#### 13.02 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings provided that the number of bargaining unit members on such leave does not exceed two (2) bargaining unit members at any one time. The total time of absence for all bargaining unit members granted under this clause shall not exceed an aggregate of sixty (60) days in a calendar year and providing the granting of such leave does not interfere with the efficient operations of the workplace. A bargaining unit member who is on a scheduled day off on a day that she/he is required to attend Union functions will, if she/he so requests and where possible, be granted an alternate day off without pay at a mutually agreeable time. The original scheduled day off will then be treated as a leave of absence for Union business. Employees shall notify the Employer of their request for union leave at least ten (10) days in advance when possible. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

#### 13.03 Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position whenever possible.

#### 13.04 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she/he may require to fulfil the duties of the position. Reasonable notice, sufficient to adequately allow the Employer to minimize disruption of its services, shall be given to the Employer for such leave of absence. Notwithstanding Article 12.04, there shall be no loss of seniority or

service for a full-time employee during such leave of absence. There shall be no loss of seniority or service for a part-time employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

13.05 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two year terms. Notwithstanding Article 12.04, there shall be no loss of service or seniority for a full-time employee during such leave of absence. There shall be no loss of service or seniority for a part-time employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association.

13.06 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted 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/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 memorial service (or equivalent), for her/his aunt or uncle. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. Where an employee does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

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

13.07 Jury & Witness Duty

If a full-time or regular 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 at the workplace, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that she/he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

### 13.08

#### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for Pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks 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 Employer at least two (2) weeks in advance thereof.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks.

The supplement will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of a copy of the employee's Employment Insurance cheque stub shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave. The normal weekly hours for a part-time employee shall be calculated using the same time period used for calculation of the Employment Insurance Benefit (26 weeks).

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2)

week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees this credit will be based on what the employee's regular hours of work would have been.
- (f) For full-time employees, the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) For part-time employees, the Employer will continue to pay the percentage in lieu of benefits and its share of the pension plan contributions for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Employer will register those benefits as part of the Supplemental Employment Insurance Benefit Plan with the Employment Insurance Commission.
- (h) The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

### 13.09

#### Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service. An employee who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave in accordance with the *Employment Standards Act*.
- (b) An employee who qualifies for parental leave other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of the leave and the expected date of return.
- (c) For the purposes of the Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as her/his own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of

absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm her/his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks.

The supplement will be equivalent to the difference between ninety-three percent (93%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of a copy of the employee's Employment Insurance cheque stub shall constitute proof that she/he is in receipt of Employment Insurance pregnancy benefits.

The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours plus any wage increase or salary increment that she/he would be entitled to receive if she/he were not on parental leave. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (26 weeks).

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her/his normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while an employee is on parental leave. For part-time employees this credit will be based on what the employee's regular hours of work would have been.
- (g) For full-time employees, the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in

which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

- (h) For part-time employees, the Employer will continue to pay the percentage in lieu of benefits and its share of the pension plan contributions for a period of up to ten (10) weeks while the employee is on parental leave. The Employer will register those benefits as part of the Supplemental Employment Insurance Benefit Plan with the Employment Insurance Commission.
- (i) The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

#### 13.10 Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the worker's employment with the Employer may be granted on written application by the employee to her/his Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from her/his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which an employee is enrolled to upgrade their employment qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the worker's employment at the workplace may be granted at the discretion of the Employer upon written application by the employee to her/his Supervisor or designate.

#### 13.11 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to her/his Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) One (1) member of the bargaining unit will be eligible to enrol in the pre-paid leave plan each year. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her/him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to her/his immediate Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:

- i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.11 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### 13.12 FAMILY MEDICAL LEAVE

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### ARTICLE 14 - SICK LEAVE AND LONG-TERM DISABILITY

14.01 The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan brochure.

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)). The employee will pay the balance of the billed premium through payroll deduction.

14.02 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift, prior to going on sick leave benefits or WSIB benefits. This provision will not disentitle the employee to a lieu day under Article 17 if she/he otherwise qualifies.

14.03 The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

14.04 Any dispute which may arise concerning an employee's entitlement to any benefit in Article 14, including HOODIP and equivalents, may be subject to grievance and arbitration under the provisions of this Agreement. The Association agrees

that it will encourage an employee to utilize the carrier's medical appeals process, if any, to resolve disputes.

14.05 A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

14.06 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

14.07 Employees returning to work from an illness or injury compensable under WSIB will be assigned light work as necessary, if available.

14.08 Injury Pay

If an employee is injured on the job and her/his supervisor excuses him from further duty for the balance of her/his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

14.09 Payments Pending Determination of WSIB Claims (full-time)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

14.10 Modified Work

- (a) With the employee's consent, the Employer will inform the Union Representative to the Occupational Health and Safety Committee as soon as possible when an employee has been assaulted or injured while performing her/his work.
- (b) The Employer will notify the Bargaining Unit president of the names of all members who go off work due to a work related injury (whether or not the employee is in receipt of WSIB benefits) and those on LTD by the 15th of each month.
- (c) The Employer agrees to provide the employee with a copy of WSIB form 7 at the same time that it is sent to WSIB.
- (d) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses'

Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.

#### 14.11 Modified Work/Return to Work Programs

The Hospital and the Association recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees based on the following principles and the Hospital's Modified Work policy:

- (a) An employee has the right to employment following an injury or illness if the employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) An employee participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. In the event it is determined that an employee requires permanent alternate work, they will be paid the usual rate for the position.
- (c) An employee with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered, if available, alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (d) In order to return an employee with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work and/or retraining of the employee in order to perform the essential duties of the pre-injury job or alternative work.

### **ARTICLE 15 - HOURS OF WORK/SCHEDULING**

15.01 The following provision designating regular hours on a daily tour and regular daily tours over the work schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

- (a) The normal daily tour shall be seven and one-half (7½) consecutive hours, exclusive of an unpaid one-half (½) hour meal period.
- (b) Employees shall be entitled to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
- (c) Where an employee is authorized by her/his supervisor to miss the normal lunch break due to workload such employee shall be paid time and one half (1½) her/his regular straight time hourly rate for all time worked in excess of her/his normal daily hours.

- 15.02 The regular daily tours of duty of a full-time employee shall be five (5) days per week.
- 15.03
- (a) Work schedules will be posted at least two (2) weeks in advance of their commencement and shall cover a four (4) week period. Copies of schedules will be provided to the Union upon request. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.
  - (b) Requests for a change in posted time schedules must be approved by the Employer. Such requests will be submitted in writing, state the specific dates and tours of duty being exchanged and be signed by both employees. Such requests will not be unreasonably denied.
  - (c) Work schedules shall first be submitted to the Union for discussion, before changes are made and only changes discussed shall be implemented by the Employer. Full-time employees shall not have their normal hours of work reduced by the utilization of any part-time or casual employee.
- 15.04 Full-time and part-time employees shall not be scheduled for two (2) consecutive weekends. An employee so scheduled will receive overtime premium payment for all hours worked on a second and subsequent consecutive weekend save and except where:
- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - (b) such employee has requested weekend work; or
  - (c) such weekend is worked as the result of an exchange of shifts with another employee.
  - (d) a position has been posted and applied for as a weekend only position
- 15.05
- (a) Employees shall not be scheduled for more than two (2) consecutive weeks on evening shift, unless otherwise mutually agreed between the Employer and the employee.
  - (b) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. An employee will not be required to change tours of duty more than once during a work week.
  - (c) Where the Employer asks and the employee agrees to change tours of duty or do additional tours, this is not to be construed by the Employer as an agreement to be a waiver of premium pay where applicable.
  - (d) At least 12 hours will be scheduled off between tours.
  - (e) Should the Employer breach scheduling regulations in 15.05 (b) or (d), premium pay as provided for in Article 16.03 will be paid to the employee(s).

- 15.06 Regular part-time employees must make the following commitment to be available for work on a regular pre-determined basis as follows:
- (a) Available to work at least two normal tours (15 hours) per week.
  - (b) To be available eleven (11) months of the year, one of which will be July or August;
  - (c) Available to work five (5) recognized holidays during the year other than Christmas or New Year's;
  - (d) Available to work as scheduled over either Christmas or New Year's period.
  - (e) Available to work every second weekend. A weekend shall be defined, for purposes of this Article, as the sixty (60) consecutive hour period beginning upon the completion of the Friday day shift and ending upon the commencement of the Monday day shift.
- 15.07 Casual part-time employees, that is, those employees who work on a 'call' or 'short-notice basis' whose employment may vary in length from day to day and week to week, but whose pay for any one day may not be less than four (4) hours unless otherwise agreed in writing by the employee, the employer, and the Union.
- 15.08
- (a) The Employer agrees to schedule regular part-time employees up to their commitment, by seniority in their respective classification, on the posted schedule in each department.
  - (b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees in each classification provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time in their respective classification who have not been offered their commitment of shifts.
  - (c) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time employees on the basis of seniority and qualifications to perform the available work.
  - (d) Where no regular part-time employee is willing to perform the work available, the tour will be offered to casual employees on the basis of seniority and qualification to perform the available work.
  - (e) Regular part-time employees and casual employees who wish to be considered for additional shifts shall so indicate to the Employer in writing on a periodic basis as stipulated by the Employer.
  - (f) It is recognized that the Employer shall not be required to assign or offer any hours which may result in overtime premium pay.
  - (g) Casual employees are to be utilized only when qualified part-time employees are not available.

- 15.09 Employees required to travel out of town on Employer business shall be reimbursed for the reasonable costs of travelling, all meals and accommodations, provided that the employee furnish all receipts for the foregoing.
- 15.10 An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Employer is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a half-hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Employer is unable to provide the hot meal.
- 15.11 The scheduling regulations set out herein may be waived between December 15th and January 15th so that an employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. The Hospital will endeavour to provide six (6) or more days off subject to the availability of staff.
- (a) Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve day and New Year's Day.
  - (b) The Hospital will post a request list by August 15th at 0900 hours.
  - (c) Employees will record their preferences for Christmas or New Year's time off and any requests for specific time off by September 15th at 0700 hours.
  - (d) Time off at Christmas and New Year's will alternate on a yearly basis. The criteria noted under this article will be first consideration. Paid holidays, lieu time and vacation time will be considered second.
  - (e) The Hospital will post the Christmas/New Year's schedule not later than October 8<sup>th</sup>.
  - (f) The Hospital will explain to employees the reasons for denial of any requests. Requests will not be unreasonably denied.
  - (g) Following the posting of the schedule, employees may submit written requests for exchange of tours under Article 15.03 (b).

15.12 Individual Special Circumstance Arrangements

Notwithstanding Article 4.01, the Hospital and the Association may agree in certain circumstances, the schedule of an individual full-time employee may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the Association and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays will be determined

by the Hospital and the Association. The employee will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by a employee and/or the Hospital under this provision.

Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

## **ARTICLE 16 - PREMIUM PAYMENT**

16.01 The regular straight time rate of pay is that prescribed in the Wage Schedule of the Collective Agreement.

16.02 (a) (full-time employees only)

If a full-time employee is authorized to work in excess of the hours referred to in Article 15.01 (a), she/he shall receive overtime premium of one and one-half (1½) times her/his regular straight time hourly rate for the total time in excess of the normal daily tour or over 37.5 hours per week.

(b) (part-time employees only)

If a part-time employee is authorized to work in excess of the hours referred to in Article 15.01 (a), she/he shall receive overtime premium of one and one-half (1½) times her/his regular straight time hourly rate for the total time in excess of the normal daily tour. A part-time employee (including casual employees) who works in excess of thirty-seven and a half (37½) hours in a week shall receive time and one-half (1½) her/his regular straight time hourly rate for all hours worked in excess of thirty-seven and half (37½).

(c) An employee shall not be entitled to work overtime unless personally requested to do so by her/his immediate supervisor.

16.03 The overtime rate shall be time and one-half (1½) the employee's straight time hourly rate.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime is paid.

16.04 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate as a result of 16.02 above and the employee is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee)

such employee shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.

16.05 Reporting Pay

An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her/his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Employer which she/he is capable of doing, if her/his regular duties are not available.

16.06 Call-Back

Where a full-time or regular part-time employee has completed her/his regularly scheduled tour and left the workplace and is called in to work outside her/his regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive time and one-half (1½) her/his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her/his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her/his regularly scheduled shift. In such a case, the employee will receive time and one-half (1½) her/his regular straight time hourly rate for actual hours worked up to the commencement of her/his regular shift.

16.07 Time Off in Lieu of Overtime

Where an employee has worked and accumulated approved hours for which she/he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½)). Where a full-time or regular part-time employee chooses equivalent time off, such time off must be taken within ninety (90) days of the worked overtime at a mutually agreeable time or the lieu time will be paid out to the employee. Any hours remaining in the lieu time bank at the end of the fiscal year will be paid out on the last paycheque prior to March 31<sup>st</sup> of the year.

In the event of a staffing shortage which prevents the employee from taking her/his time owing at a mutually agreeable time, the time limit will be extended.

Upon request, the Employer will show the employee her/his lieu time owing and the date earned.

16.08 Standby

Effective date of ratification, an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars and seventy-five cents (\$2.75) per hour for all hours on standby.

Effective April 1, 2006 an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars (\$3.00) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 16.06 above and works during the period of standby.

16.09 Shift and Weekend Premiums

Effective date of ratification, employees shall be paid a shift premium of eighty cents (80¢) per hour for all hours worked where the majority of the hours fall between 1500 and 0700 hours. The same eighty cents (80¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective April 15, 2007, employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of the hours fall between 1500 and 0700 hours. The one dollar (\$1.00) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

- 16.10 (a) It shall be the responsibility of the employee to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours' notice is given personally to a full-time employee or less than twenty-four (24) hours notice is given personally to a part-time or casual employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.

Where the first shift of the employee's new schedule is otherwise a premium paid tour, she/he will be paid two times her/his straight time hourly rate for all hours worked.

- (b) Where an employee is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the employee will be paid for a full tour provided that the employee works until the normal completion of the tour.

**ARTICLE 17 - PAID HOLIDAYS**

- 17.01 A full-time employee who otherwise qualifies under Article 17.02 hereunder shall receive twelve (12) paid holidays. The Employer recognizes the following days as paid holidays:

New Year's Day - January 1st	Second Monday in February
Good Friday	Victoria Day
Second Monday in June	Canada Day - July 1st
August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day - November 11
Christmas Day - December 25	Boxing Day - December 26

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the

additional holiday for an existing holiday shall be subject to local determination and such designation shall not add to the present number of holidays.

17.02 In order to qualify for pay for a holiday, a full-time employee shall complete her/his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day. An employee receiving Worker's Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

17.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01 (a).

17.04 Subject to Article 17.02:

- (a) Where a holiday falls during a full-time employee's scheduled vacation period, the employee's vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.
- (b) Where a holiday falls on a full-time employee's scheduled day off an additional day off with pay will be scheduled.

17.05 (a) Payment for Working a Holiday - full-time

If an employee is required to work on any of the foregoing holidays, the employee shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 17.02 above, the employee will receive a lieu day off with pay in the amount of her/his regular straight time hourly rate of pay times the number of hours in a normal daily tour.

(b) Payment for Working a Holiday - Part-time

If an employee is required to work on any of the foregoing holidays, the employee shall be paid at the rate of time and one-half (1½) the

employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04.

17.06 Where an employee is entitled to a lieu day under Article 17.04 or 17.05 above, the lieu day will be taken within ninety (90) days following the holiday or thirty (30) days in advance of the paid holiday at a mutually agreeable time, or else the Employer will pay the employee in accordance with Article 17.03.

In the event of a staffing shortage which prevents lieu days from being scheduled at a mutually agreeable time, the time limit will be extended.

17.07 Holidays not worked shall for the purpose of computing weekly overtime, be considered as a day worked.

## **ARTICLE 18 - VACATIONS**

### 18.01 Full-time Vacation Entitlement

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

- (a) Employees who have completed less than one (1) year of continuous service as of April 30 shall be entitled to a vacation on the basis of .83 days for each completed month of service.
- (b) Employees who have completed one (1) year but less than two (2) years of continuous service as of April 30 shall be entitled to an annual vacation of two (2) weeks with pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Employees who have completed two (2) years but less than five (5) or more years of continuous service as of April 30 shall be entitled to an annual vacation of three (3) weeks with pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed five (5) years but less than thirteen (13) or more years of continuous service as of April 30 shall be entitled to an annual vacation of four (4) weeks with pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed thirteen (13) years but less than twenty-two (22) years or more of continuous service as of April 30 shall be entitled to an annual vacation of five (5) weeks with pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-two (22) years or more of continuous service as of April 30 shall be entitled to an annual vacation of six (6) weeks with pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year she/he will receive vacation pay based on a percentage of her/his gross salary paid for work performed in the vacation year on the following basis:

2 week entitlement	- 4%
3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%

- (h) Effective April 15, 2004, the following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

An employee who has completed thirty-five years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

To clarify, every employee who has attained their 30<sup>th</sup> or 35<sup>th</sup> anniversary date as of the effective date of this provision shall be entitled to have the full five (5) days vacation banked.

## 18.02 Part-time Vacation Entitlement

Part-time and casual employees shall be entitled to weeks of vacation time off, if so desired, as set out in Article 18.01 above. All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, paid based on their gross earnings in the preceding year. If an employee works or receives paid leave for less than 1100 hours in the vacation year she/he will receive vacation pay based on a percentage of her/his gross salary for work performed in the vacation year on the following basis:

2 week entitlement	- 4%
3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%

Equivalent years of service, calculated pursuant to the formula set out in Article 12.03, shall be used to determine vacation entitlement and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 12.03 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

18.03 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her/him to the date of her/his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

18.04 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

18.05 Illness During Vacation

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

18.06 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.05.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

18.07 The vacation year is from May 1 to April 30 in any year.

- 18.08
- (a) Vacations may be taken at any time of the year subject to the approval of the employee's immediate supervisor or designate. Vacations shall not be unreasonably withheld.
  - (b) Prior to leaving on vacation, employees shall be notified of the date and time at which to report for work following vacation.
  - (c) Employees shall be given preference with respect to their vacation periods in accordance with their seniority.
  - (d) A vacation request list for the months of May, June, July and August will be posted by March 1<sup>st</sup> and will remain posted until March 15<sup>th</sup>. All vacation requests for these months must be entered by March 15<sup>th</sup>. The final list will be approved and posted by April 1<sup>st</sup>.

- (e) Vacation requests for other times of the year shall be submitted in writing at least five (5) weeks in advance of the requested time. The Hospital shall reply in writing within two (2) weeks of the request.

18.09 An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

18.10 Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times her/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 she/he has so worked.

### **ARTICLE 19 - HEALTH AND WELFARE BENEFITS**

19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Ontario Health Insurance Plan.
- (b) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. Effective April 15, 2007 the deductibles will be \$22.50 (single) and \$35.00 (family). In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person); vision care (maximum \$200 every 24 months); and Drug Formulary 3.

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

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of \$300/insured person annually for each service). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

Effective April 15, 2007, reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically

equivalent of the 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.

- (d) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.

(e) Hospitals of Ontario Voluntary Life Insurance Plan

The Employer also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the employees subject to the provisions of HOOVLIP at no cost to the Employer.

- (f) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs to same) at 50/50 co-insurance to \$1000 maximum per person annually; and orthodontics 50/50 co-insurance with \$1,000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

Effective April 15, 2007 the crowns and bridgework dental benefit increases to \$1,500 per person annually.

Effective April 15, 2007 the lifetime orthodontic benefit increases to \$1,500 per insured.

- (g) For purposes of health and welfare benefits under Article 19.01, dependent coverage is available to the employee, to cover her/his same sex partner and their dependants, in accordance with the terms and conditions of the plans.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, If the part-time employee has over 450 hours worked. Where the employee has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire.

Benefits Age 65 and Older

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

- (h) The Employer will provide to all employees who retire on or after January 1, 2002 and have not yet reached age 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.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from her/his monthly pension cheque.

19.02 For newly hired employees, coverage as set out in Article 19 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed).

19.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

19.04 All present employees enrolled in the Employer'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.

19.05 The Employer shall continue to pay the premiums for benefit plans under Articles 14 and 19 for employees who are on paid leave of absence or **on** WSIB or at any time when salary is received, or as provided in Article 12.04. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.

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

NOTE: For Clarification, "retirees" includes employees who were on sick leave, LTD or WSIB prior to receipt of Pension Permanent Disability Benefits.

19.06 Nurses who reside in Quebec shall have equivalent monetary contributions paid in that province with respect to the Quebec equivalent of OHIP.

- 19.07 (a) The Employer shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 19 and the Sick Leave/LTD Plan defined in Article 14. Upon request, the Employer will make the Plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19 and the LTD Plan defined in Article 14. The Employer shall also provide the Union with a copy of all current information booklets provided to the employees.

19.08 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's Employment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained this agreement.

- 19.09 The Hospital agrees that part-time employees may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that an individual Hospital's systems can accommodate this. The ONA sponsored benefit plan will provide the Hospital with an administrative rebate, if any.

The Hospital will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstance, the employee is responsible for making the full payment to the ONA sponsored benefit plan.

The Union agrees to indemnify and save harmless the Hospital against any claims of liabilities arising or resulting from the operation of this Article.

The parties agree to give the Hospital appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Union and the part-time employees. The Hospital will facilitate access to part-time employees by providing available benefit literature and other communications as appropriate.

## ARTICLE 20 – VIOLENCE IN THE WORKPLACE

20.01 (a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

(b) Violence Policies and Procedures

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

shall be provided to each employee. Prior to implementing any changes to these policies, the employer agrees to consult with the Association.

(c) Notification to the Association

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

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

(e) Staffing levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

(f) Training

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

(g) Support and Counselling

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

(h) Damage to Personal Property

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

## **ARTICLE 21 - MISCELLANEOUS**

21.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the local Union.

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

- 21.03 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residence. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her/his telephone number.
- 21.04 Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Employer in compliance with the Regulations. The employee may choose her/his personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.
- 21.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.
- 21.06 The Employer will provide a bulletin board for the posting of notices related to Union business. All such notices shall be approved and initialled by a member of the local union executive.
- 21.07 Within fourteen (14) days of receipt of a written request from the employee, the Hospital will provide the employee with a letter detailing her or his employment dates, length of service and experience at the Hospital.

## **ARTICLE 22 - COMPENSATION**

- 22.01 (a) When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Association with any available information on the job posting, job profile and salary scale of the classification. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the workplace and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- (b) A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification

which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time the Employer notifies the Bargaining Unit President of the rate of pay pursuant to Article 20.01 (a) above.

22.02 Where the Employer revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Employer of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

22.03 (a) An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the employee shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the employee has been promoted) and the employee shall retain her/his service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid.

22.04 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) of a shift, she/he shall be paid the rate in the higher salary range immediately above her/his current rate, from the commencement of the shift on which she/he was assigned the job.

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

22.05 Wages

- (a) The wage rate in effect for the duration of this collective agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.
- (b) The hourly rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time employees will be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 14%

- (c) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.

22.06 Progression on Wage Grid

- (a) Each full-time employee will be advanced from her/his present level to the next level set out in the Salary Schedule, twelve (12) months after she/he was last advanced on her/his service review date. If a full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each regular part-time employee will be advanced from her/his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.03.
- (c) Casual part-time employees will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 12.03. Casual part-time employees will then advance on the grid in the same manner as regular part-time employees.

- 22.07 (a) A part-time employee whose status is altered to full-time in the same position will assume her/his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her/his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her/his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.

- 22.08 If an employee becomes disabled with the result that she/he is unable to carry out the regular functions of her/his position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continued employment.
- 22.09 The Employer will credit new employees hired with one annual service increment for each year of experience to the maximum of the salary grid. Related experience will be evaluated on the basis of all work performed under the scope of the job classification.

### **ARTICLE 23 - DURATION**

- 23.01 This Agreement shall continue in effect until April 14, 2010 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 23.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 23.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

### **ARTICLE 23 - RETROACTIVITY**

Retroactivity will be paid on the following basis:

All provisions except the general wage increase are effective on the date of ratification.

The wage increase is retroactive to April 15, 2007.

Retroactive pay will be paid on a separate cheque and will be paid within 30 days from the ratification of this agreement.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

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

DATED AT CHAPLEAU, ONTARIO THIS 13th DAY OF November, 2007.

FOR THE EMPLOYER

FOR THE UNION

"Gail Bignucolo, CEO"  
\_\_\_\_\_

"Ina Caissey"  
\_\_\_\_\_ Labour Relations Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"****SALARY GRID - ONA CLERICAL**

<b>SECRETARY/RECEPTIONIST – GENERAL</b>			
	April 15, 2007	April 15, 2008	April 15, 2009
START	15.50	15.97	16.45
LEVEL 1	15.79	16.26	16.75
LEVEL 2	16.10	16.58	17.08
LEVEL 3	16.39	16.88	17.39

<b>SECRETARY/RECEPTIONIST – ADMISSIONS, MEDICAL RECORDS SECRETARY</b>			
	April 15, 2007	April 15, 2008	April 15, 2009
START	17.83	18.36	18.91
LEVEL 1	18.25	18.80	19.36
LEVEL 2	18.66	19.22	19.80
LEVEL 3	19.08	19.65	20.24

<b>ADULT MENTAL HEALTH WORKER, OFFICE ADMINISTRATOR (PROGRAM SECRETARY) LONG TERM CARE COORDINATOR</b>			
	April 15, 2007	April 15, 2008	April 15, 2009
START	18.63	19.19	19.77
LEVEL 1	19.04	19.61	20.20
LEVEL 2	19.45	20.03	20.63
LEVEL 3	19.86	20.46	21.07

<b>GENERAL ACCOUNT CLERK</b>			
	April 15, 2007	April 15, 2008	April 15, 2009
START	19.10	19.67	20.26
LEVEL 1	19.52	20.11	20.71
LEVEL 2	19.91	20.51	21.13
LEVEL 3	20.35	20.96	21.59

<b>A/P, PAYROLL, PERSONNEL CLERK</b>			
	April 15, 2007	April 15, 2008	April 15, 2009
START	22.23	22.90	23.59
LEVEL 1	22.64	23.32	24.02
LEVEL 2	23.04	23.73	24.44
LEVEL 3	23.45	24.15	24.87

Service for Regular Part-time and Casual - 1500 hours equals 1 year.

**LETTER OF UNDERSTANDING**

Between:

SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES  
CLERICAL

And:

ONTARIO NURSES' ASSOCIATION

RE: HIRING OF STUDENTS

This letter is attached to and forms part of this collective agreement and successive agreements as they are negotiated.

The parties agree that students hired for training or cooperative programs are not to reduce the work hours of any member of the bargaining unit or of the bargaining unit as a whole over any such period.

DATED AT CHAPLEAU, ONTARIO THIS 13th DAY OF November, 2007.

FOR THE EMPLOYER

FOR THE UNION

"Gail Bignucolo, CEO"

"Ina Caissey"

Labour Relations Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES  
CLERICAL

And:

ONTARIO NURSES' ASSOCIATION

**RE: RESTRUCTURING**

This letter is attached to and forms part of this collective agreement and successive agreements as they are negotiated.

The parties agree that in the event of a provincially mandated rationalization or consolidation of services of the Employer that the parties will meet to jointly review such requirements and to discuss the guidelines and implementation plan for such rationalization or consolidation.

DATED AT CHAPLEAU, ONTARIO THIS 13th DAY OF November, 2007.

**FOR THE EMPLOYER**

**FOR THE UNION**

"Gail Bignucolo, CEO"

"Ina Caissey"

Labour Relations Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES  
CLERICAL

And:

ONTARIO NURSES' ASSOCIATION

RE: Travel Time

This Letter of Understanding will be attached to and form part of this Collective Agreement and subsequent Collective Agreements as they are negotiated.

The parties agree that while travel time is not normally paid by the Employer, if an employee or group of employees will be required to do extensive travel on behalf of the Employer, the Employer and the Union will meet to discuss appropriate compensation for these employees for travel time. This meeting will be held and agreement reached prior to implementation of any travel time.

DATED AT CHAPLEAU, ONTARIO THIS 13th DAY OF November, 2007.

FOR THE EMPLOYER

FOR THE UNION

"Gail Bignucolo, CEO"

"Ina Caissey"

Labour Relations Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX 1**  
**GRIEVANCE FORM**