

COLLECTIVE AGREEMENT

Between:

HEALTH SCIENCES NORTH/HORIZON SANTE-NORD (HSN)
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION (PARAMEDICAL)
(hereinafter referred to as "the Union")

Expiry: **June 13, 2022**

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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 care and health protection for patients/clients. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The Employer shall not propose and/or enter into any agreement with any employee that pertains to any terms or conditions of employment that contravene this Agreement. Any such agreement shall be null and void.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees employed in a paramedical capacity at Health Sciences North save and except supervisors and those above the rank of supervisor, coordinators, pharmacists, those working in the OHS or employee health/wellness department(s), those employees covered by subsisting collective agreements, those employed as students during the school vacation periods or in connection with an internship or similar program and those otherwise agreed as excluded by the parties.*

*Clarity Note: The parties agree that the Aboriginal Patient Navigator position is included in the bargaining unit.

The parties agree that the following positions are excluded from the above bargaining unit description: ABI Resource Clinician, Dental Assistant, Dental Hygienist, Geneticist, Medical Photographer, Paramedic Educator, Program Mentor/Educator (Chronic Disease Self Mgmt.). Regional Education Coordinator (Neo Stroke Network), Regional Rehabilitation CO (Neo Stroke Network), Simulation Educator, Simulation Tech.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Employer and the direction of working forces, are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited by the provision 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) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline members, provided that

a claim of discharge, suspension or other discipline without just cause may be subject of a grievance and dealt with as hereinafter provided.

- (b) To maintain order, discipline and efficiency.
- (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service.
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment therewith.
- (e) Make and enforce and alter from time to time, reasonable rules and regulations to be observed by the members not inconsistent with the provisions of this Agreement. The Employer will notify the Union of these rules and regulations prior to implementation.

ARTICLE 4 – DEFINITIONS

- 4.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 4.02 A Registered employee is an employee who holds a Certificate of Registration with a Professional College of Ontario in accordance with the *Regulated Health Professions Act*.
- An employee who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the employee fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered employee and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.
- 4.03 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 18.
- 4.04 A regular part-time employee is an employee who regularly works less than the normal weekly full-time hours referred to in Article 18 and who commits to be available for work on a regular predetermined basis for at least 45 hours per pay period.
- 4.05 Part-time employees, if available, will be utilized to relieve full-time employees on a temporary basis during the absence of full-time employees. During such period of relief, part-time employees shall retain part-time employee status and benefits and shall not thereby become full-time employees.
- 4.06 A casual part-time employee is an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

- 4.07 The Employer shall not refuse to accept an offer from an employee to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.
- 4.08 Any reference to days in this Agreement is a reference to continuous calendar days, unless otherwise specified.
- 4.09 Any reference to a statute in this Agreement shall be interpreted such that the statute applies as amended from time to time.

ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT

The parties agree that a safe workplace, free of violence and harassment is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between members of the healthcare community. Employees are empowered to report incidents of disruptive behavior or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

- 5.01 The Hospital 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 her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 5.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, gender identity, gender expression, age record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.
- 5.03 Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code*.
- (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, gender identity, gender expression, or disability.
- (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee.
- The right to freedom from harassment in the workplace applies also to sexual orientation.
- (c) Every person has the 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.
- (d) The parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
- i) reviewing the Employer's harassment policy and making joint recommendations to the Chief Executive Officer;
 - ii) promoting a harassment free workplace where there is 'zero tolerance';
 - iii) ensuring that all employees are familiar with the Employer's harassment policy by identifying educational opportunities, including the orientation period for new employees;
 - iv) identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee Assistance Programs, staff supports);
 - v) development of processes to address the accommodations/modified work needs for employees;
 - vi) development of assertiveness training programs.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment.

5.04 The Employer and the Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.

5.05 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.

5.06 In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the employee during her or his orientation period.

5.07 Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.

- 5.08 An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 10 of this Agreement.

ARTICLE 6 – NO STRIKE/NO LOCKOUT

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

ARTICLE 7 – UNION SECURITY (DUES DEDUCTION)

- 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 by the Employer’s conclusive authority to make the deduction as specified in the Dues Notification Letter. In the case of any changes to the 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 from the operation of this Article.
- 7.05 (a) The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the employees’ social insurance numbers, amount of dues deducted, job classification and status of the employees. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be

sent concurrently to the local Union. The Employer agrees to provide the Union with the information in an electronic format acceptable to the Union.

Clarity Note: The parties recognize that as of April 14, 2019, Health Sciences North (HSN) does not currently have the technological capability to provide all of the information in Article 7.05. Specifically, work site, deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence greater than one (1) month and returns from leaves of absence. When HSN should obtain the appropriate technology, the information in Article 7.05 will be provided.

(b) The Employer will also identify the dues month, name(s) of the bargaining unit and payroll contact information.

7.06 The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six months.

ARTICLE 8 – REPRESENTATION AND COMMITTEES

8.01 Union Representatives

The Employer agrees to recognize Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of serving on committees and dealing with Union business as provided in this Collective Agreement.

Union representatives 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. If, in the performance for her grievance duties, a union representative is required to enter an area within the Employer in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it. When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A union representative shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

The Employer shall recognize up to three (3) representatives from each department, but no more than one (1) representative for every ten (10) employees in the bargaining unit in the department.

8.02 The Employer agrees to provide the local Union with a dedicated phone line with voice mail. The extension shall be used by ONA Paramedical member employees as a primary union representative contact number. The Hospital will provide an ONA Paramedical member inquiries email address. This e-mail account will be subject to applicable Hospital policies.

8.03 Union Activity on Premises and/or Access to Premises

The Union may hold meetings for the administration of this Agreement on Employer premises providing permission has been first obtained from the Employer.

The Union agrees that there will be no Union activity, solicitation for membership or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

8.04 Grievance Committee

The Employer will recognize a grievance committee comprising of four (4) members to be elected or appointed from the Bargaining Unit. One member shall be chairperson. In addition, the Union Labour Relations Officer may attend any meeting during the resolution process.

8.05 Labour-Management Committee

- (a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of six (6) members to be elected or appointed from the bargaining unit. In addition, as requested by the Bargaining Unit President or designee, the Union's Labour Relations Officer may attend meetings with the Hospital subject to reasonable notice of such attendance. The Employer shall be entitled to an equal number of representatives which shall meet at a time and place that is mutually satisfactory.

The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. The Employer undertakes to notify the Union in advance so far as is practicable of any renovations or construction projects that will affect bargaining unit employees.

(b) Part-Time Utilization Information

The Hospital agrees to supply the local Union with part-time/full-time hours utilization by department, at the time specified for the posting of seniority lists. The Hospital further agrees to supply the Union, upon request, with other information that is reasonably related to utilization.

The parties may discuss part-time/full-time utilization through the Labour-Management Committee. The Hospital agrees to consider Union proposals for alternate distribution of hours between part-time and full-time. The Union recognizes the Hospital's right to determine such utilization.

8.06 Negotiating Committee

The Employer agrees to recognize a negotiating committee comprised of six (6) members to be elected or appointed from the bargaining unit, the Bargaining Unit President and representatives of the Union. The purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Employer agrees that the bargaining unit members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Employer up to and including conciliation.

8.07 Fiscal Advisory Committee

Recognizing the value of Union input on behalf of employees, the parties agree that one (1) Union Representative to be elected or appointed from the bargaining unit will attend FAC meetings. It is understood that payment for time spent attending the FAC will be in accordance with the Committee's terms of reference as they may be amended from time to time.

8.08 List of Union Representatives

The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Representatives, Union Executive, Grievance Committee, Labour-Management Committee, Negotiating Committee, Joint Health and Safety Committee and Fiscal Advisory Committee) to the Director of Human Resources or designate within 10 days of an appointment.

8.09 New Employee Interview

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Employer. Whenever possible, the Employer will provide the Union with seven (7) days' notice of the interview time.

8.10 Workload

When an employee or group of employees covered by this Agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care such concern will be raised with their immediate Manager/designate. Where a resolution is not reached, such workload problems may be discussed by the local Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) days using the form in Appendix B. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/department level. The Manager/designate will provide a written response to the complainant(s), with a copy to the Bargaining Unit President or designate and

the Labour-Management Committee.

8.11 Professional Responsibility

- (a) The parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this Agreement and governed by an Ontario college under the *Regulated Health Professions Act*, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) days of the alleged improper assignment, using the form in Appendix B. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/department level. The manager/designate will provide a written response to the complainant(s), with a copy to the Bargaining Unit President or designate and the Labour Management Committee.
- (b) If, after a thorough investigation, no consensus can be reached at Labour-Management Committee the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) or designate within thirty (30) days of referral to present the issues. The CEO/COO, or designate will notify the Union of the decision in writing within fourteen (14) days.
- (c) Where the Employer requires employees to maintain membership in a professional association, the requirement for such membership and for payment thereof will be governed according to Employer policy.

ARTICLE 9 – HEALTH AND SAFETY

- 9.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees and employees shall attend required health and safety training sessions.
- 9.02 Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Employer will discuss the changes with and provide copies to the Union. Such topics may include but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other Sharps Injury Prevention, workers who regularly work alone or who are isolated in the workplace and Wellness Initiatives.
- 9.03 When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.
- 9.04 A worker who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations

before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The Employer shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.

9.05 The Union agrees to fully support the Employer in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

9.06 In accordance with the *Occupational Health and Safety Act*, this section does not apply to a worker:

- (a) when a circumstance described below is inherent in the workers' work or is a normal condition of the worker's employment; or
- (b) when the worker's refusal to work would directly endanger the life, health or safety of another person.

In accordance with the *Occupational Health and Safety Act*, a worker may refuse to work or do particular work where she has reason to believe that:

- (a) any equipment, machine, device or thing the work is to use or operate is likely to endanger himself, herself, or another worker,
- (b) the physical condition of the workplace or the part thereof in which she works or is to work is likely to endanger himself or herself; or
- (c) any equipment, machine, device or thing she is to use or operate or the physical condition of the workplace or the part thereof in which she works or is to work is in contravention of the *Occupational Health and Safety Act* or the regulations and such contravention is likely to endanger himself, herself or another worker.

9.07 Joint Health and Safety Committee

- (a) Recognizing its responsibility under the applicable legislation and in accordance with the terms of reference of the Joint Health and Safety Committee, the Employer will include a representative from the bargaining unit and a worker rep from each Employer site.
- (b) 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.
- (c) It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.
- (d) The Employer agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held in accordance with the Terms of Reference of the Committee. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee

members within a reasonable period of time following the meeting. 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 9.07 (a) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.
- (g) A member of a committee is entitled to:
- i) one (1) 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; and
 - iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27) and 9(31) of the *Occupational Health and Safety Act*.

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.

- (h) The Employer will ensure that there is one (1) ONA Paramedical member certified, as described in the *Occupational Health and Safety Act*, among the ONA Paramedical bargaining unit(s) at the Employer. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 16.06.
- (i) The parties agree that the following items are appropriate for discussion at committee meetings:
- proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
 - the nature, content and duration of health and safety training programs for employees;
 - the use of personal protective equipment by employees.

The committee may, in addition to the above, discuss other items relating to the health and safety of employees.

- (j) At committee meetings the Employer shall provide the committee with a summary of all lost time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.

- (k) The committee shall participate in all inquiries and investigations pursuant to the *Occupational Health and Safety Act*. The co-chairs* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an ONA Paramedical representative being involved in an investigation that involves an ONA Paramedical bargaining unit member.

*NOTE: If there is only one co-chair available, she will determine who will participate in the investigation.

9.08 Hepatitis B Vaccine

Where the Employer identifies high risk areas where employees are exposed to Hepatitis B, the Employer will provide, at no cost to the employees, a Hepatitis B vaccine.

9.09 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak in the Employer until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep her pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination and applies for WSIB, the Employer will not oppose the claim.

- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

9.10 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic, any employee working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 10 – GRIEVANCE AND ABRITRATION PROCEDURE

10.01 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 arbitral.

10.02 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 or his Union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the Union.

The Employer agrees that where an Employee is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting and her or his right to Union representation.

All investigations related to an employee's employment will be completed in a timely manner.

10.03 It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) 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) days, it shall be taken up as a grievance within nine (9) days in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to the immediate Supervisor, or designate. The grievance shall be on a form set out in Appendix C 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 parties may, if they so desire, meet to discuss the

grievance at a time and place suitable to both parties. The immediate Supervisor or designate will deliver her or his decision in writing within nine (9) days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

- (a) Within nine (9) days following the decision under Step No. 1, the grievance may be submitted in writing to the Chief Executive Officer or designate. Human Resources, or designate, will then schedule the grievance to be heard at the next available Step 2 Meeting (to be held monthly) unless otherwise agreed to by the parties. At the Step 2 Meeting, the parties will attempt to resolve the matter(s) in dispute which shall involve the individuals with authority to resolve the grievance. It is understood and agreed that the decision of the Employer shall be delivered in writing to the Labour Relations Officer and the Union Representative within nine (9) days, following the date of such meeting.
- (b) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).
- (c) In resolving the dispute, the parties will hold the Step 2 Meeting and any other meetings as may be agreed, to thoroughly consider the grievance and attempt to find a resolution.
- (d) If the grievance is filed by the Employer, the timelines outlined above will apply.

10.04 Policy Grievance

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) days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

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 he could have instituted himself and the regular grievance procedure shall not be thereby bypassed.

10.05 Group Grievance

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 Chief Executive Officer or designate within fourteen (14) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1

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

10.06

Discharge Grievance(a) Probationary Release

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

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

The Employer agrees to provide a probationary employee with written reasons for her or his release within seven (7) days of such release, with a copy to the Union.

(b) Discipline/Discharge/Suspension

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

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

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

10.07

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 arbitral, 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.

If no written request for arbitration is received by Human Resources within thirty-six (36) days after the decision at Step No. 2 under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

10.08 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.

10.09 (a) Sole Arbitrator

The matter shall be determined by a sole arbitrator. When either party requests that any matter be submitted to arbitration, 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) days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) 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. The parties agree to equally share the fees and expenses of the arbitrator.

The Sole Arbitrator shall proceed by way of mediation-arbitration on mutual agreement of both parties.

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.

(b) Arbitration Board

Either party may elect to use an Arbitration Board. The electing party shall provide notice in writing addressed to the other party to this Agreement and at the same time appoint a nominee. Within seven (7) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

The proceedings of the Arbitration Board will be expedited by the parties. 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).

Any reference to a Sole Arbitrator in this Article is also applicable to an Arbitration Board.

10.10 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

10.11 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*.

- 10.12 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.13 Each of the parties will bear the expense of their witness and the parties will share equally the fees and expenses of sole arbitrator or Chair of the Arbitration Board. If an Arbitration Board is appointed, each party will bear the expense of its nominee.
- 10.14 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.
- 10.15 Grievances will be on the form set out in Appendix "C" and will be filed using the electronic format, save if this is impractical.
- 10.16 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 11 – LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in excess of thirty (30) days will not count towards the eighteen (18) month period.
- 11.02 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her 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. 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.
- 11.03 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 or designate.

ARTICLE 12 – SENIORITY AND SERVICE

12.01 Probationary Period

- (a) Newly hired employees shall be considered to be on probation for a period

of ninety (90) tours worked from date of last hire (675 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Employer, the probationary employee and the President of the Union or his designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will endeavour to provide notice to the Union at least seven (7) days prior to the expected date of expiration of the initial probationary period.

- (b) It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours of work for employees whose regular hours of work are other than the standard work day) worked and where requested, by the employee, the Employer will advise them and the Union of the basis of such extension with recommendations for the employee's professional development.

The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

12.02 Seniority List

A seniority list will be maintained for each department. The Employer shall post such list and provide the Union with a copy, indicating bargaining unit seniority, twice per year. Seniority lists shall be posted on the Employer's intranet system.

Seniority lists shall have an effective date of April 1st and October 1st in each year. The initial postings shall occur during the last week of April and October. Once the list is posted, employees will have thirty (30) days to identify inaccuracies, after which such lists as amended will be deemed to be correct. The amended list shall be reposted a week after the corrections are mutually deemed to be correct.

Seniority changes will impact the next posted schedule following the final seniority list.

12.03 Seniority Accumulation

(Article 12.03 (a) is applicable to part-time employees only)

- (a) i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this Collective Agreement or previous Collective Agreements.
- ii) Notwithstanding Article 12.03 (a) i), seniority shall accumulate for the period of the pregnancy leave or parental leave under the Employment Standards Act.

For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.

- iii) Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive 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 exceed thirty (30) calendar days.

(Article 12.03 (b) is applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the Collective Agreement or previous Collective Agreements. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this Collective Agreement or previous Collective Agreements.
- (c) A part-time employee cannot accrue more than 1500 hours of seniority and service in a twelve (12) month period. The 12 month period shall be October to October.
- (d) In the application of seniority, no employee's seniority date may pre-date their start date.

12.04 Transfer of Seniority

Seniority and service shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for his seniority and service on the basis of 1500 hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year of seniority and service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

Note: There will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purposes of placement on the grid, vacation entitlement and any other service-based benefit will be adjusted, but no retroactive money, vacation days, or service-based benefit will be owing.

12.05 Effects of Absence

NOTE: Article 12.05 applies to Full-Time Employees only.

- (a) i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective

Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which she is participating in during the period of leave in excess of thirty (30) days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

- ii) Notwithstanding Article 12.05 (a) i), seniority and service shall accumulate for the period of the pregnancy leave or parental leave under the *Employment Standards Act*.

During the period of an employee's pregnancy and/or parental leave, vacation pay will be based on a percentage of his or her gross salary for work performed as set out in Article 21.01.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for the period of the pregnancy leave or parental leave under the *Employment Standards Act*, unless the employee does not intend to pay their contribution.

- (b) The Employer agrees to provide, in response to an employee's request, his service and/or anniversary date.

12.06 Application of Seniority on Layoff and Recall

For purposes of layoff and recall, seniority shall operate on a department-wide basis, e.g. laboratory, radiology.

12.07 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 13.06 (e), (f) and (i).

12.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for:

- (a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;

- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above, she shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the bargaining unit. Where such situations exist, the parties have the authority to negotiate the accumulation of seniority for such periods of time. Where the parties so agree, Union dues will continue to be deducted.

12.09 Loss of Service and Seniority

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 13.09 for twenty-four (24) months;
- (d) 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;
- (e) fails to return to work (subject to the provisions of (d) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify her intention to return within five (5) days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within fourteen (14) days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.

12.10 Seniority is a principle of granting preference to employees for promotion, developmental opportunities, transfers, demotions, layoffs and recall after layoffs, in accordance with length of accumulative service, but only when all other qualifications necessary to fill the requirement of the job are equal as shown in Article 15.06 hereof. Seniority means the relative ranking of the employees as determined by the respective length of accumulated service.

ARTICLE 13 – LAYOFF AND RECALL

13.01 Layoff and Recall

Note: Article 13 applies to Full-Time and Regular Part-Time Employees only.

- (a) For the purposes of layoff under Article 13, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.
- (b) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.
- (c) For the purposes of layoff under Article 13, it is understood that the definition of a layoff of a full-time employee is a permanent reduction of hours. For a part-time employee, a layoff shall be the permanent substantial reduction of regularly scheduled hours.

13.02 Short Term Layoff (not greater than 13 weeks)

An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- (a) Where the Employer plans the reduction of a service on a short term basis that may lead to a short term layoff of staff, the Employer will endeavour to notify the affected employee(s) and the Union within thirty (30) days. The Employer will allow affected staff to use vacation, other accrued time or unpaid leave to minimize the effect of the reduction.
- (b) Accept the layoff. During this period of layoff the employee may elect to receive payment of some or all of her earned vacation credits up to a maximum of the period of the layoff. It is understood that her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (c) Displace an employee within her classification who has lesser bargaining unit seniority and who is the least senior employee within her classification, if the employee originally subject to layoff can perform the duties of the least senior in her classification in her discipline.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
- (e) If the employee cannot displace an employee in (c), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in her discipline.

13.03 Long Term Layoff (greater than 13 weeks)

- (a) The Employer and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees and maximize creative approaches that meet the interests of both the Employer and the employees. Accordingly, in the event of such a layoff, the Employer will:
- i) Provide the Union with no less than five (5) months' written notice.
 - ii) Provide the Labour-Management Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit to allow the Committee to carry out its mandated role under this Article.
 - iii) At the time that notice is given to the Union and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
 - A) the reason causing the layoff
 - B) the service the Employer will undertake after the layoff
 - C) how the Employer intends to effect the layoff, including areas where layoffs will occur and which employees will be laid off
 - D) ways the Employer can assist employees to find alternate employment
 - E) ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Employer may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
 - identifying contracting in opportunities;
 - mapping bumping options for affected employees, to the extent possible.
 - iv) Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

- 13.04 (a) Before issuing a notice of long term layoff pursuant to Article 13.05 (b) and following notice pursuant to Article 13.03 (a), the Employer will make offers of early retirement allowance in accordance with the following conditions:

- i) The Employer will first make offers in order of seniority in the department(s) and in classifications where layoffs would otherwise occur. The Employer will offer the same number of early retirements as the number of layoffs it would otherwise make.
 - ii) The Employer will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the Hospital pension plan).
 - iii) If no employees on the unit affected accept the offer, the Employer will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
 - iv) The number of early retirements the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off.
 - v) 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. (See chart at Article 13.14).
- (b) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in accordance with the following conditions:
- i) The Employer will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
 - ii) If insufficient employees in the department affected accept the offer, the Employer will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Employer will make its decision based on seniority.
 - iii) In no case will the Employer approve an employee's request under i) and ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
 - iv) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two

(2) weeks' salary for each year of service, to a maximum of fifty-two weeks' pay. (See chart at Article 13.14).

- 13.05
- (a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
 - (b) Employees shall be entitled to four (4) months written notice of permanent or long term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is agreed and understood that *Regulation 288/01, Section 5* of the *Employment Standards Act* applies. It is further agreed that notice to both the Union and the employees may run concurrently.
 - (c) After receipt of such written notice, affected employees will have a period of up to fourteen (14) days to indicate to the Employer their choice of options as outlined below. Where requested, the employee will have the opportunity to meet with the Employer and be provided with Union representation to discuss the options. The Employer agrees to meet with the affected employee(s) within seven (7) days after it has received written notification of the employee's choice of entitlement, in order to verify his/her choice or to discuss alternatives.
 - (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

13.06 An employee who is subject to permanent, or long term layoff shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff and thereafter, at the Employer's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work and that his/her layoff will be deemed to have commenced at the end of the notice period;
- (c) displace an employee who has lesser bargaining unit seniority and who is the least senior employee within their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within their classification, identical paying classification, or lower paying classification in their discipline or department.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a

new employee. Such training period may commence prior to the anticipated layoff.

- (e) If the full-time employee cannot displace a full-time employee in (c), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department.
- (f) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department.
- (g) If the employee cannot displace an employee in their discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department.
- (h) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
- (i)
 - i) If the full-time employee cannot displace a full-time employee in (e), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department.
 - ii) If the part-time employee cannot displace a part-time employee in (f), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department.
- (j) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

- 13.07 Where an employee has received individual notice of long term layoff under Article 13.05, such employee may resign and receive a separation allowance as follows:
- (a) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she 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. (See chart at Article 13.14).
 - (b) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, she shall be entitled to a separation allowance of four (4) weeks' salary and on production of receipts from an approved education 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. (See chart at Article 13.14).
- 13.08 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on her service and experience with the Employer.
- 13.09 Recall
- An employee shall have opportunity of recall from a layoff to an available opening in her former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he/she had at the time of the layoff.
- 13.10 (a) An employee recalled to work in a different classification from which she was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position she held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position.
- No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (b) i) In addition to 13.10 (a), a full-time employee who has displaced a part-time employee shall be entitled to return to the position she held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position.

- ii) In addition to 13.10 (a), a part-time employee who has displaced a full-time employee shall be entitled to return to the position she held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position.

13.11 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Employer.

13.12 Where there is an available opening which has not been filled in accordance with Article 13.07, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of the Employer, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of the layoff. If, following the period of on-the-job retraining, the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.09 (c).

13.13 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Employer, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate his or her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 13.07, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

13.14 The following will apply when calculating early retirement, voluntary exit and separation allowance for part-time employees:

Service=	One year of service for each 1500 hours worked.
Weekly Salary=	The employee's regular hourly rate on her last day times her normal weekly hours.
Normal Weekly Hours=	Average hours worked over the preceding 26 weeks.

ARTICLE 14 – TECHNOLOGICAL CHANGE

NOTE: Article 14 applies to full-time and regular part-time employees only. It does not apply to casual part-time employees.

14.01 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 employees within the bargaining unit.

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

Employees who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the layoff provisions set out in this Agreement.

- 14.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, or where computers and/or new technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer 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.

ARTICLE 15 – JOB POSTING, PROMOTION AND TRANSFER

- 15.01 (a) Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.
- (b) Notwithstanding the above, the Employer may fill by posting, or at its own discretion, temporary vacancies caused by:
- i) illness;
 - ii) accident;
 - iii) pregnancy and parental leaves of absence;
 - iv) leave of absence not expected to exceed twelve (12) months;
 - v) vacation;
 - vi) specific tasks not expected to exceed six (6) months;
 - vii) where temporary vacancies occur as a result of special one-time funding, the parties may agree to extend the timeline.

In filling such temporary vacancies, the Employer shall consider employees who have expressed an interest on the selection criteria in Article 15.06.

- (c) Employees selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy, unless the start of the new assignment is after the expiration of the existing assignment. Where regular or casual part-time workers fill temporary full-time vacancies, such workers shall maintain their regular or casual part-time status and shall be covered by the part-time terms of the Collective Agreement. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

(d) Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. For clarity, Article 12.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of grievance or arbitration.

15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification and qualifications.

15.03 A copy of the posted notice will be sent to the local President or his designate, at the time of posting.

15.04 A list of vacancies filled and a list of the names of successful applicants will be posted and a copy sent to the local Union for the preceding month.

At least every six (6) months the Employer will provide a list of unfilled posted vacancies to the Bargaining Unit President. If the Employer rescinds a posted vacancy it will post the rescission with a copy to the Bargaining Unit President.

15.05 Unsuccessful applicants, who were interviewed, will be notified. The Employer agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience and qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor providing that the successful applicant, if any, is qualified to perform the available work within an appropriate orientation period.

15.07 Absent exceptional circumstances, the Employer will endeavour to move employees who have been selected for positions in accordance with Article 15.06 into their positions within forty-five (45) days of their selection to the positions.

15.08 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting 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.

15.09 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.

15.10 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the

wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted). When an employee is promoted his or her anniversary date for the purposes of progression on the wage grid is adjusted.

15.11 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his first date of assignment to the vacancy unless the opportunity arises for the employee to change their permanent status. For clarity, the period of six (6) months starts from the first day of work in the vacancy.

15.12 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the Employer shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) days. A copy of the posted notice will be sent to the local Union within the aforementioned seven (7) days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, in order to address operational requirements and efficiencies and to distribute the opportunities amongst eligible employees, the final decision for selection will be at the discretion of the Hospital.

If requested, the Employer will discuss with unsuccessful applicants' reasons why they were not chosen for the opportunity.

ARTICLE 16 – LEAVES OF ABSENCE

NOTE: The provisions of Article 16, Leaves of Absence, apply to full-time and regular part-time employees, but do not apply to casual part-time employees. Notwithstanding the foregoing, casual part-time employees are entitled to leaves of absence as prescribed by the *Employment Standards Act*.

16.01 Personal Leave

(a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.

16.02 Leave for Union Business

(a) A member who has a scheduled day off on a day that she is required to attend a Union function, will if she so requests and where possible, be

granted an alternate day off without pay, providing she has given as much advance notice as possible and no less than two (2) weeks' notice. The original scheduled day off will then be treated as a leave of absence for Union business.

- (b) During all Union related leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the full cost of such salary and 19% in lieu of benefits for both full and part-time employees except for Provincial Committee meetings which will be reimbursed by the Union. The Employer will bill the local Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

(c) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

(d) 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. Notwithstanding Article 12.05, there shall be no loss of service or seniority for an 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. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

(e) 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 or 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 12.05, there shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in above. During such leave of absence, the employee's salary shall be maintained by the Employer 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 19% in lieu of benefits for both full and part-time employees.

16.03 Bereavement Leave

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) day period commencing four (4) days prior to the day of the funeral or memorial service for immediate family.

“Immediate family”, for the purposes of this Section, shall mean a parent, spouse, child or spouse’s child, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse.

“Spouse” for the purposes of bereavement leave will include a partner of the same sex.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral, of, or a memorial service (or equivalent) for her aunt, uncle, niece or nephew.

If a burial or memorial service is not held within the nine (9) day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.

A part-time employee shall receive credit for her seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay. The Employer, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with this Article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits provided the employee submits supporting evidence.

16.04 Jury and Witness Duty

If an employee is requested to serve as a juror in any court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner’s inquest in connection with a case concerning the Employer, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required

to work on the day of such duty, provided that the employee:

- (a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

In addition to the foregoing, where an employee 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 Employer, on her regularly scheduled day off or during her regularly scheduled vacation, the Employer will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Employer fails to reschedule such employees, the Employer shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee 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 Employer, on her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work the day

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

Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

16.05

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this Agreement.

(Article 16.05 (ii) is applicable to full-time employees and regular part-time employees only)

- (b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to the date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment

Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance pregnancy benefits during their leave and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of fifteen (15) weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

In addition to the foregoing, effective January 1, 2018, the Hospital will pay the employee eighty-four percent (84%) of their regular weekly earnings during the first week of the leave while waiting to receive Employment Insurance benefits.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

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

- (c) Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

- (d) The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration (to a maximum of seventeen (17) weeks) of the Pregnancy Leave.

16.06

Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this Agreement.

(Article 16.06 ii) is applicable to full-time employees and regular part-time employees only)

- (b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance parental benefits during their leave and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the parental leave times their normal weekly hours.

Effective January 1, 2018, where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the total amount of any Supplemental Unemployment Benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

In addition to the foregoing, effective January 1, 2018, the Hospital will pay the employee eighty-four percent (84%) of their regular weekly earnings during the first week of the leave while waiting to receive Employment Insurance benefits.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

(Applicable to full-time employees only)

- (c) Where an employee has become a natural father or has qualified to adopt a child, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation

of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

It is understood that during any such extension of the parental leave, credit for service or seniority for the purposes of salary increments, vacations, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

(Applicable to part-time employees only)

- (d) Where an employee has become a natural father or has qualified to adopt a child, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

It is understood that during any such extension of the parental leave seniority and service do not accumulate.

- (e) The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for a period of up to ten (10) weeks while the employee is on parental leave.

16.07

Education Leave

- (a) Where the Employer directs and an employee agrees to take an educational course to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Employer shall pay the full cost of such course in advance. The employee may apply to the Employer for a reasonable advance to cover additional costs associated with the course.
- (b) Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Chief Executive Officer, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purposes of attending short courses, workshops or seminars to further professional career development may be granted at the discretion of the Employer upon written application by the employee to the Chief Executive Officer, Supervisor or designate.
- (d) Where a regular part-time employee receives payment under (c) above, they shall be credited with seniority and service for all hours paid.

16.08 Professional College Leave

- (a) An employee shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing recertification examinations set by the College according to its Quality Assurance Program.
- (b) Professional leave with pay for scheduled hours will be granted to full-time and regular part-time employees who are elected or appointed to their respective Professional College or Association to attend scheduled meetings, to a maximum of one day per month for any such employee.

16.09 Military Leave

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

16.10 Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act*.

16.11 All leaves of absence granted by the Hospital shall be in writing and shall be for a limited and specified time.

Part-time employees who have provided the Employer with notice of the start date of their maternity/parental leave, will be eligible, upon written request, to have their vacation pay held by the employer until after the said leave.

ARTICLE 17 – SICK LEAVE AND LONG TERM DISABILITY

NOTE: Articles 17.01 – 17.05 apply to full-time employees only.

17.01 The Employer shall provide a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

Copies of the HOODIP brochure will be made available electronically to employees.

17.02 The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.

17.03 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).

17.04 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. However, the employee is required to use the carrier's medical appeals process, if available to

the employee, to attempt to resolve disputes. The Union may file a grievance on the employee's behalf, but the arbitration hearing of the grievance will not occur until the determination of the employee's appeal, or within 90 days of the filing of the appeal, whichever is the sooner. Any delay occasioned by the appeal will not count against the timeliness of the grievance, nor against any time limit in *Section 49 of the Labour Relations Act, 1995*.

For this reason, the time limit for referring such a grievance to arbitration will be extended for up to thirty-six (36) calendar days after the result is known to the Union.

- 17.05 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 Worker's Compensation for a period longer than one complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation 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.
- 17.06 The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work.
- 17.07 Employees shall immediately notify their department/unit when unable to be at work because of injury or illness in accordance with departmental standard.
- 17.08 In calculating sick days, only those days on which the employee would have worked shall be counted.
- 17.09 It is understood that no employee shall be required to divulge personal medical information to their directors, supervisors or their designees.

ARTICLE 18 – HOURS OF WORK & OVERTIME

- 18.01 The following provision designating regular hours on a daily tour and regular daily tours over the schedule determined by the Employer shall not be construed to be a guarantee of the hours on each tour on each tour schedule.

Work Week and Work Day

(Applicable to both full-time and part-time employees)

- (a) The normal or standard work week shall be an average of thirty-seven and one-half (37½) hours, with a normal or standard work day of seven and one-half (7½) hours per day.

- (b) For the purposes of Article 18.01 (a), the averaging period for hours of work will be seventy-five (75) hours in a two (2) week pay period.
- (c) The Employer and the Union can agree to other arrangements regarding hours of work with respect to tours beyond the normal or standard work day, subject to approval of the Ministry of Labour, where required.

18.02 Shift Definition

(Applicable to both full-time and part-time employees)

- (a) Day shift is defined as being when the majority of hours fall between 0730 and 1530 hours.
- (b) Evening shift is defined as being when the majority of hours fall between 1530 and 2330 hours.
- (c) Night shift is defined as being when the majority of hours fall between 2330 and 0730.
- (d) A weekend is defined as the forty-eight (48) hour period beginning on Friday 24:00 hours until Sunday at 24:00 hours. A weekend shift is any shift when the majority of hours fall during the forty-eight (48) hour period.
- (e) Night shift is the first shift of the day and begins on the evening of the previous day. The day of the shift is the day where the majority of hours fall. E.g. A shift that begins at 2330 on Sunday night will be the first shift on Monday and referred to as the Monday night shift.
- (f) The noted definitions apply:
 - i) When determining shift premium applications as set out in Article 19.
 - ii) When determining shift applications and when defining weekend work.

18.03 Rest Periods

(Applicable to both full-time and part-time employees)

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes within each four hours.

18.04 Overtime Definition

(Applicable to both full-time and part-time employees)

Overtime shall be defined as being all hours worked in excess of the normal or standard work day, The overtime rate shall be one and one-half (1½) times the regular straight time hourly rate of pay.

Employees who work overtime which results in less than eight (8) hours rest after the completion of their overtime period and the commencement of their next regular shift, may take time off to enable them to have a full eight (8) hour rest period between such overtime period and commencement of work on their regular shift.

Part-time employees shall be entitled to overtime pay at the rate of time and one-half their regular straight time hourly rate for all hours worked in excess of the normal, or standard work day, or in excess of the averaging period of seventy-five (75) hours in a pay period, in accordance with Article 18.01.

18.05 Overtime/Call Back Accumulation

(Applicable to both full-time and part-time employees)

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half (1½) times, then time off shall be at one and one-half (1½) times). Where an employee chooses the latter option, such time must be taken at a time mutually agreeable to the Hospital and employee.

All hours accumulated in excess of 37.5 hours will be paid out as earned.

18.06 Missed Meal Breaks

(Applicable to full-time employees only)

- (a) If an employee is authorized to work, during the lunch break, due to the requirements of patient care, she will be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

(Applicable to part-time employees only)

- (b) If an employee is authorized to work, during the lunch break, due to the requirements of patient care, she will be paid her regular straight time hourly rate for all hours worked. Notwithstanding this provision, she will be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of the normal or standard work day.

(Applicable to both full-time and part-time employees)

- (c) There is no requirement to remain on the premises during the unpaid meal break. The Employer is to arrange meal break coverage whenever possible. In the event that the employee is required by the Employer to remain on the premises she/he will be paid straight time for the unpaid portion of the shift. If required to work the employee will be paid time and one-half (1 ½) their regular straight time hourly rate. The unpaid portion of an 11.25-hour shift is 45 minutes total and in a 7.5 hour shift is 30 minutes total.

- (d) Employees required to carry a pager and not allowed to leave the Hospital premises during unpaid meal breaks shall be compensated at the overtime rate of time and one-half (1½).

18.07 (Applicable to full-time employees only)

No full-time employee shall be scheduled more than three (3) weekends in an eight (8) week period.

18.08 (Applicable to both full-time and part-time employees)

Employees shall not be scheduled to work more than seven (7) consecutive days without receiving two (2) consecutive days off. Special scheduling arrangement may be considered with the agreement of the Union.

18.09 (Applicable to both full-time and part-time employees)

No employee shall be required to be off on a regularly scheduled day of work in order to equalize any overtime worked, but this clause shall not prevent the Employer from requiring an employee to be off on her next regularly scheduled shift, or part shift when the efficiency of the employee, in the opinion of the Employer, may be impaired through excessive overtime work.

18.10 (Applicable to both full-time and part-time employees)

The minimum hours between the commencement of an employees` scheduled shift and the commencement of the employees` next scheduled shift shall be twenty (20) hours.

18.11 (Applicable to both full-time and part-time employees)

Normal scheduling conditions may be altered between the period of December 15th and January 15th to accommodate special scheduling arrangements, subject to a meeting to review the same between the Union and the Employer.

18.12 (Applicable to both full-time and part-time employees)

Tour and Standby schedules shall be posted for a minimum of eight (8) weeks at a time, two weeks in advance except in cases of emergencies beyond the control of the Employer.

The Employer will give twenty-four (24) hours' notice of the cancellation of a pre-scheduled shift.

Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Union and the Manager of the department/unit.

Departments/Units with scheduled closures may post for a lesser period of time which will be discussed in advance by the Union and the Manager of the unit.

Departments/Units who cannot operationalize this provision will meet with the Union to review why they are unable to meet the scheduling requirements.

The Employer will endeavour to provide employees with sixty (60) days' notice of change to master rotation.

Changes to an employee's posted schedule can be made by a manager with 24 hours' notice to the affected employee. Such changes will not be unreasonably made.

The requirement for 24 hours' notice to cancel or change a posted schedule does not apply if the Employer is unable to provide work for the employee due to circumstances beyond its control. For example, but not limited to equipment failure.

18.13 (Applicable to both full-time and part-time employees)

Employees who work two (2) or more night shifts shall be pre-scheduled off for a minimum of a thirty (30) hour period beginning from the completion of their last scheduled night shift and the commencement of their next scheduled shift.

18.14 Mutual Shift Exchanges

(Applicable to both full-time and part-time employees)

Employees shall be allowed the trading of days off or of shifts with another employee of their own classification, subject to the approval of the immediate supervisor or designate. Such mutual exchanges shall be in writing and shall not require the Employer to pay overtime rate of pay, or any additional compensation not otherwise payable. The supervisor or designate will respond to requests for time off under this Article within two (2) full business days exclusive of weekends and paid holidays.

A mutual shift exchange producing more than ten (10) consecutive days off will not ordinarily be approved.

Mutual shift exchange hours worked in a pay period count in the total hours worked, when additional shifts are offered.

Mutual shift exchange hours worked in the pay period count towards premium pay only if the Employer offers the employee an additional shift and the total hours worked exceed seventy-five (75) hours.

18.15 (a) (Applicable to full-time employees only)

Employees who are requested to report for a premium pay replacement shift within one hour of the commencement of that shift will be entitled to work the full shift.

(Article 18.15 (b) and (c) are applicable to part-time employees only)

(b) Employees who are requested to report for a straight-time replacement shift with less than one (1) hour notice, and report to work within one (1) hour of the commencement of the shift, will be compensated for the full shift. It is understood that employees will endeavour to report to work at the commencement of the shift.

- (c) Employees who are requested to report for a premium pay replacement shift within one hour of the commencement of that shift will be entitled to work the full shift.

18.16 (Applicable to part-time employees only)

A regular part-time employee will make a commitment for forty-five (45) hours per pay period. An employee may request to be booked only to his or her commitment. Such requests must be submitted in writing annually by September 1st and will be effective on the next posted schedule.

The Employer will endeavour to offer a minimum of five (5) shifts per pay averaged over a four month period, January to April and May to August and September to December.

18.17 (Applicable to part-time employees only)

A part-time employee shall be scheduled no more than three (3) consecutive weekends.

18.18 (Applicable to part-time employees only)

The Employer will make efforts to ensure scheduled day shifts are shared equally where practicable amongst part-time employees on a department/unit.

18.19 (Applicable to full-time employees only)

An employee will be granted permanent evenings or night shifts upon request, where possible, at the Employer's discretion.

Any employee working exclusively weekends, evenings or nights can be scheduled on another shift with 48 hours' notice by the Employer. The arrangement can be cancelled by either party with eight (8) weeks' notice.

18.20 (Applicable to part-time employees only)

(a) Distribution of Part-Time Hours BEFORE Posting of Schedule:

- (i) The Employer agrees to schedule regular part-time employees on an equal basis up to their individual commitment.
- (ii) Once all regular part-time employees have been offered the work, additional shifts will be offered on the basis of seniority in the following order:
 1. Job sharers on the unit;
 2. Casuals on the unit.

18.21 Offering Extra Hours AFTER Posting of Schedule (Call-Ins)

(Applicable to part-time employees only)

- (a) Extra hours will be offered as soon as possible when they become available.
- (b) In offering extra hours, a notation is to be made on the schedules as to any attempts to reach an employee at home, refusal, answering machines, etc. A reasonable attempt is to be made to reach an employee; however, if after a call is made to a primary and secondary number and the employee is not available or not reached, depending on the urgency/time of day, etc., the next employee is tried until the shift is covered.
- (c) If the Employer should obtain the appropriate technology to support greater flexibility in offering shifts either party may give notice of desire to negotiate a new process.
- (d) Refusals and cancellations will not count when additional hours are being offered.

18.22 (a) Order of Offering Extra Hours AFTER Schedule Posted

(Applicable to both full-time and part-time employees)

- i) An employee in a premium position may be skipped to offer the hours to an employee who is not in a premium position.

(Applicable to part-time employees only)

- ii) In the event that Employees are scheduled below commitment referred to in Article 18.16, regular part-time employees in a unit with the least number of hours in a pay period will be offered additional shifts first. Should employees have the same number of hours below commitment, seniority will be the determining factor.
- iii) The remaining extra shifts/hours will be offered on an equal distribution basis (subject to i) above) in order of seniority moving through the list until the shift is accepted. The next name on the list should be the first person called and offered the next available shift, continuing in this fashion until the shift is accepted.
- iv) Scheduling errors that result in a junior part-time employee receiving hours that should have been assigned to a more senior part-time employee may be adjusted by the Employer by assigning work in the amount of the lost hours to the affected senior employee within a mutually agreed to time frame. It is understood that such assigned work will be over and above the senior worker's normal entitlement, and that it will not encroach on the normal entitlement of any other employee. It is further understood that such work assignments shall not constitute overtime.

(b) Order of Offering Extra Hours AFTER Schedule Posted

(Applicable to both full-time and part-time employees)

Premium hours will be offered on the basis of seniority in the following manner:

1. Part-time employees;
2. Job-sharers;
3. Casual employees;
4. Full-time employees.

18.23 (Applicable to both full-time and part-time employees)

Employees pre-scheduled to work greater than 4 shifts in a work-week shall not be scheduled to work three (3) different shifts (days/evenings/nights) within that work-week. Where an employee is pre-scheduled to work three (3) different shifts within a work-week, the employee will be paid at the overtime rate for all hours worked on the first of the 3rd different shift(s).

This Article does not apply to additional, unscheduled hours made available by the Employer.

18.24 Alternate Scheduling(a) Extended Tours

The Employer and the Union in making an agreement shall use the model agreement outlined at Article 28.

Where employees are working longer daily tours, the provisions set out in this Article governing the regular hours shall be adjusted accordingly.

The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

The Union and the Employer can agree to an extended daily tour that differs from the normal daily extended tour, through the use of the model agreement outlined at Article 28.

(b) Innovative Unit Scheduling

Posted schedules other than those included in Articles 18.01 and 18.24 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Employer and the Union using the model agreement outlined at Article 28 subject to the following principles:

- i) Such posted schedules shall be established by mutual agreement of the Employer and the Union;

- ii) These posted schedules may pertain to full-time and/or part-time employees;
- iii) The terms of the innovative schedule will be agreed to by the Employer and the Union in the model agreement outlined at Article 28.
- iv) Upon written agreement of the Employer and the Union, the parties may agree to amend the collective agreement provisions to accommodate any innovative unit schedules.

(c) Unit Weekend Schedule

A unit weekend schedule may be developed in order to meet the Employer's need for weekend staff, and individual employees' preference for a weekend work schedule using the model agreement outlined at Article 28.

(d) Hybrid Scheduling

The hybrid posted schedule must comply with the scheduling regulations save and except the following:

Employees will not be pre-scheduled to work more than the following per week:

- i) three (3) extended tours (11.25 hours), or
- ii) seven (7) normal (7 ½ hours) tours, or
- iii) four (4) tours of a combination of 7 ½ hours tours and extended tours not to exceed seventy-five (75) hours in a pay period.

Should an employee be pre-scheduled more than what is outlined above, she/he shall receive premium payment as per Article 18.09

(e) Job Sharing Arrangements

Where the Employer and the Union agree, job sharing arrangements may be entered into between the parties. Job sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full-time position. Subject to the provisions of Article 18, the position involved in the job sharing arrangement will be maintained as a full-time position in the Employer's staffing complement. The Employer and the Union in making an agreement shall use the Model Agreement outlined at Article 28.

ARTICLE 19 – PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

19.01 Standby

An employee required to standby or remain available for call-back duty or

telephone consultation on other than regular scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of four dollars and ninety cents (\$4.90) per hour of standby time. Hours worked for call-back or telephone consultation shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

For purposes of Article 19.05 (b), a weekend on which an employee is required to be on standby or remain available for call-back duty or telephone consultation is not a weekend "off", a weekend on which an employee is scheduled to standby or remain available for call-back duty or telephone consultation is not a weekend "scheduled off", and a weekend on which an employee is required or scheduled to standby or remain available for call-back duty or telephone consultation but is neither called back nor consulted by telephone is not a weekend "worked".

19.02 Telephone Consultation

Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of 15 minutes' pay for a call received between 0700 hours and 2300 hours, and 30 minutes' pay for a call received between 2300 hours and 0700 hours, at time and one-half times (1½) her regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

NOTE: Article 19.03 is applicable to full-time and regular part-time employees only.

19.03 Call-Back

An employee who is called to work after leaving the Employer premises and outside of her regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1½) her regular straight time hourly rate for work performed on each call-back.

In the event that such four (4) hour period overlaps and extends into her regular shift she will receive the four (4) hour guarantee payment at time and one half (1½) and her regular hourly rate for the remaining hours of her regular shift.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 19.03 does not apply to prescheduled hours of work. Article 19.03 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

19.04 Shift Premium

Effective date of ratification, an employee shall be paid a shift premium of two

dollars and five cents (\$2.05) per hour for each hour worked which falls within the normal hours of the evening shift and two dollars and fifty cents (\$2.50) for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of seven and one-half (7½) hours. For those hospitals with lesser required hours as provided for in Article 18.01, the length of the evening and night shift will be adjusted accordingly. Shift premium will not form part of the employee's straight time hourly rate.

19.05 Weekend Premium

(a) Effective date of ratification an employee shall be paid a weekend premium of two dollars and sixty-five cents (\$2.65) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Employer may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

(b) Applicable to full-time employees only.

If an employee is required to work a fourth consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a fourth consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- ii) such employee has requested weekend work or
- iii) such weekend is worked as a result of an exchange of shifts with another employee.

(c) Applicable to part-time employees only.

The Hospital will endeavor to provide at least one (1) weekend off in four (4). If an employee is required to work a fourth weekend, the employee will be paid at the overtime rate for all hours worked on the fourth weekend, save and except where:

- i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- ii) such employee has requested weekend work, or
- iii) such weekend is worked as a result of an exchange of shifts with another employee.

19.06 Meal Allowance

An employee who continues to work more than two (2) hours of overtime

immediately following her scheduled hours of work, shall be provided with a meal voucher valued at a maximum of six dollars (\$6.00) or six dollars (\$6.00) if the Employer is unable to provide a meal voucher.

19.07 Transportation Allowance

- (a) When an employee is required to travel to the Employer, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Employer will pay transportation costs either by taxi or by his own vehicle. The employee will provide to the Employer satisfactory proof of payment of such taxi fare.

Transportation reimbursement will be in accordance with Employer Policy. The Employer will pay transportation costs either by taxi or by his own vehicle in accordance with Employer policy, to a maximum of twenty-two dollars and seventy-five cents (\$22.75) per trip for call back.

- (b) The Employer will provide the bargaining unit employees with a minimum of four (4) weeks' notice before implementing an employee parking fee change.
- (c) Where the hospital requires an employee to use their personal vehicle for Hospital business, the Hospital will reimburse the employee 50% to a maximum of \$100 per year for any difference in insurance premium between the standard \$1M of liability insurance and any additional liability insurance that may be required by the Hospital. Proof of coverage and additional premium cost must be provided.

19.08 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, she shall be paid a premium of \$1.50 per hour for the duration of the assignment.

19.09 Time Off Between Shifts

Failure to provide the minimum number of hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the minimum hour period.

Where the minimum period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

The minimum number of hours for purposes of this Article shall be twenty (20) hours.

19.10 Change of Schedule

- (a) (Applicable to full-time employees only)

Where an employee's schedule is changed by the Employer with less than twenty-four (24) hours' notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

(b) (Applicable to regular part-time employees only)

Where a regular part-time employee's scheduled shift is cancelled by the Employer with less than twenty-four (24) hours' notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

19.11 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

19.12 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 or his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Employer which she or he is capable of doing, if her or his regular duties are not available.

ARTICLE 20 – PAID HOLIDAYS

20.01 (Applicable to full-time employees only)

The Collective Agreement shall provide twelve (12) paid holidays with appropriate payment to all employees, provided that the employee fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

The following shall be recognized as holidays for full-time employees:

New Year's Day	Victoria Day
Labour Day	Canada Day
Family Day	Civic Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas
Friday before Victoria Day	Boxing Day

20.02 (Applicable to part-time employees only)

The Collective Agreement shall list twelve (12) holidays for purposes of payment for work performed on such holidays.

The following shall be recognized as holidays for part-time employees:

New Year's Day	Victoria Day
Labour Day	Canada Day
Family Day	Civic Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas
Friday before Victoria Day	Boxing Day

20.03 (Applicable to full-time employees only)

- (a) An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7½) hours.

Weekend workers will be entitled to keep a maximum of ninety (90) hours of stats for income replacement

- (b) (Applicable to part-time employees only)

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.04.

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

20.05 (Applicable to full-time employees only)

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

20.06 (Applicable to full-time employees only)

- (a) When scheduling a lieu day the holiday shall be requested in writing by the employee and the answer will be given in writing as soon as practical.
- (b) Requests shall be reviewed on a first come first basis. Where requests are received on the same day seniority shall be the governing factor, subject to the efficient operation of the Employer.
- (c) If a paid holiday is observed on his/her regular day off, he/she shall be granted a lieu day off with pay to be taken within six weeks, on a date to be selected by mutual agreement or it shall be paid out at the prescribed rate.

20.07 (Applicable to full-time employees only)

In order to qualify for payment of any of the previous holidays, an employee is required to work his last regular shift immediately preceding the holiday and his next regular shift immediately following the holiday, except where an employee is absent due to verified accident or illness; such employee shall be paid the first of the previously listed paid holidays which occurs during such absence.

20.08 Where the Canada Day holiday falls on a Saturday or Sunday, employees who are normally scheduled to work Monday to Friday will be provided with the following Monday off.

20.09 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 the employee's normal daily scheduled tour in accordance with Article 18.01.

ARTICLE 21 – VACATION

21.01 (a) Article 21.01(a) is applicable to full-time employees only.

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six per cent (6%) of gross earnings.

All employees shall receive three (3) weeks' vacation after one (1) year of continuous service, and four (4) weeks' vacation after three (3) years of continuous service.

All employees shall receive five (5) weeks' vacation after twelve (12) years of continuous service.

All employees shall receive six (6) weeks' vacation after twenty one (21) years of continuous service. Effective June 14, 2021, eligibility will be after twenty (20) years.

All employees shall receive seven (7) weeks' vacation after twenty seven (27) years of continuous service. Effective June 14, 2021, eligibility will be after twenty five (25) years.

An employee who is on an unpaid leave of absence in excess of thirty (30) continuous days will receive vacation pay based on a percentage of her or his gross salary for work performed during the vacation year as follows:

3 week entitlement - 6%
 4 week entitlement - 8%
 5 week entitlement - 10%
 6 week entitlement - 12%
 7 week entitlement - 14%

(b) Article 21.01(b) is applicable to regular part-time employees only.

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided below in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the pay period.

Full-Time		Part-Time	
Increment	Vacation Entitlement	Increment	Vacation Pay
Less than 1 year continuous service	1.25 days per month	Less than 1,500 hours of continuous service	6%
After 1 year of continuous service	3 weeks (1.25 days per month)	After 1,500 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4,500 hours of continuous service	8%
After 12 years of continuous service	5 weeks (2.08 days per month)	After 18,000 hours of continuous service	10%
After 21 years of continuous service	6 weeks (2.5 days per month)	After 31,500 hours of continuous service	12%
After 27 years of continuous service	7 weeks (2.92 days per month)	After 40,500 hours of continuous service	14%

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (a) (ii) of the Agreement.

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of 1500 hours worked.

- (c) (Applicable to both full-time and part-time employees)

A vacation period is defined as a single day, consecutive days, or consecutive weeks during the entire year. Where operationally feasible, during prime time single days may be granted without counting as part of the vacation quota. It is understood that quotas will not be unreasonable. Changes to vacation quotas will be discussed with the Union prior to the changes being implemented.

- 21.02 Part-time employees have the option of requesting all or part of their equivalent unpaid vacation entitlement as time off in calendar weeks, or individual days off. There will be no carry-over of unpaid vacation time.
- 21.03 (Applicable to full-time employees only)
- Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- 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.
- 21.04 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 or him to the date of her or his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.
- (Articles 21.05 - 21.10 are applicable to full-time employees only)
- 21.05 It is understood and agreed that the Employer will grant employees in accordance with seniority, preference in selecting their vacation periods but such option must be exercised without delay or be lost and of necessity.
- The Employer must reserve the final decision as to the scheduling of vacations, such vacation preference shall not be arbitrarily denied.
- 21.06 Only three (3) weeks' vacation may be taken at any one time during the period of June 1st to September 1st. Exceptions may be granted by the supervisor if operationally feasible.
- 21.07 Should a paid holiday fall on an employee's scheduled vacation day, the employee will be paid for the holiday without the loss of vacation credits.
- 21.08 (a) Vacation entitlement shall be prorated on a bi-weekly basis and the available hours shall be recorded on each employee's pay stub. Generally, employees should be encouraged to take vacation within a twelve (12) month period from the time it is earned. Exceptions will be allowed in extenuating circumstances with the written approval of the employee's Director.
- (b) At no time can an employee accrue in excess of two (2) years of vacation entitlement.
- 21.09 (a) Employees will submit requests for vacation by the last Friday in February of each year. All vacation approvals will be posted within six weeks, based on the pay period. Unresolved conflicts between employees in the same unit requesting the same times will be decided on the basis of seniority. Vacation requests made after the last Friday in February will be granted on a first come first served basis.

- (b) Vacations can be amended if there are changes to the schedule rotation pattern. Requests will be reviewed on a seniority basis.

- 21.10 In the event of a temporary shutdown (closure: e.g. Christmas or summer) the employee shall have the option of using vacation allotment.
- 21.11 Part-time/casual employees shall have their vacation paid out on a bi-weekly basis.
- 21.12 Scheduling of vacations for full-time employees shall be separate from scheduling for part-time employees.
- 21.13 It is understood and agreed by the parties that the Managers are no obligation to grant the cancellation of the scheduled vacation once a rotation is posted, except as otherwise provided in the Collective Agreement.
- Should a part-time employee request her vacation be cancelled and the request is approved, she will be entitled only to the call-in hours for the duration of that rotation.
- 21.14 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.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 22.01 to 22.03 with respect to Health and Welfare Benefits apply to full-time employees only.

22.01 The Employer agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans as set out in Article 22.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 22.01 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:

(a) Semi-Private Hospital Insurance

The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Liberty Health Plan or comparable coverage with another carrier.

(b) Extended Health Care

The Employer shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan \$22.50 (single) and \$35.00 (family) deductible plan including hearing

aids with a maximum of the cost of acquisition up to the cost of a standard analogue hearing aid once in every thirty-six (36) months per person and vision care with a maximum of \$450 every twenty-four (24) months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction. The drug formulary shall be as defined by Liberty Health Formulary Three.

The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of \$9.00 per prescription.

The Extended Health Care Plan shall be amended to provide for mandatory generic drug substitution.

The Extended Health Care Plan shall provide for chiropractic, massage therapy and physiotherapy to a maximum of \$300 per insured person annually for each service.

The Extended Health Care Plan shall be amended to provide for one (1) optometry exam every twenty-four (24) months (up to a \$100 maximum).

The Extended Health Care Plan shall be amended to provide for the option to use the \$450 vision care toward the cost of laser surgery.

Coverage for Mental Health Services by a Psychologist, Registered Psychotherapist, or Social Worker (MSW) for a total of \$800 annually.

(c) Dental

The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Liberty Health Dental Plan #9 (or its equivalent) based on the current ODA fee schedule provided the balance of the monthly premiums are paid by the participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan. The Plan shall provide for recall oral examination to be covered once every nine (9) months.

Orthodontic coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1500 per insured person.

The Dental coverage will include complete and partial dentures at 50/50 co-insurance to \$1,000 maximum per person annually, and crowns, bridge work and repairs at 50/50 co-insurance to \$1500 maximum per person annually.

(d) Group Life Insurance

The Employer shall contribute one hundred percent (100%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ of the Employer on the eligibility conditions set out in the existing Agreements.

(e) Same Sex Partner Coverage

Coverage will be available to an employee and her same sex partner, and their dependents in accordance with the terms and conditions of the plans.

22.02 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

22.03 Pension

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

22.04 Part-Time Benefits

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to fourteen percent (14%) of her regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of the Employer's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

22.05 Benefits on Lay-off

Employees who have been laid off are eligible to the Extended Health and Dental benefits, provided it is approved by the Carrier. Employees will be able to buy those benefits at one hundred percent (100%) employee cost. The employee will be responsible for making appropriate arrangements with the Employer for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of twelve (12) months from the date of their actual lay-off.

22.06 Benefits on Sick Leave

The Employer will pay the employer portion of the benefit premiums while an employee is on sick leave, including the EI period prior to the commencement of long term disability and LTD, to a maximum of thirty (30) months from the date the absence began.

22.07 Benefits for Early Retirees

The Employer will provide to all employees who are 55-56 years of age who retire (including disability retirements) and have not yet reached age sixty-five (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 Employer will provide to all full-time employees who reach age 57 and retire (including disability retirements) and have not yet reached age 65 and who are in receipt of the Employer pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums in advance. The Employer will contribute fifty percent (50%) of the billed premiums of these benefit plans.

22.08 Benefits Information

- (a) The Employer shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans defined in article 22.01. Upon request, the Employer will make the Plan(s) available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 22.01. The Employer shall also provide the Union with access to all current information booklets provided to the employees.

22.09 Benefits Age 65 and Older

Semi-Private Hospital Insurance, Extended Health Care, and Dental benefits will be extended to active full-time employees from the age of sixty-five (65) to the age of seventy (70), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

22.10 If an employee is not receiving any salary or other remuneration from the Employer, then the contribution shall be made by the employee, however, where the employee is on an approved leave of absence, she/he may participate in any or all of the above plans by contributing the full premiums in advance, subject to the maximum restrictions presently in force in the Ontario Hospital Association Group Life Insurance Plan.

For the sake of clarity, Part-time employees shall have as a condition of employment the ability to participate in the Healthcare of Ontario Pension Plan (HOOPP), providing the employee meets the eligibility requirements.

22.12 Health Examinations

Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The employee may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

ARTICLE 23 – MODIFIED WORK/ACCOMMODATION

- 23.01 In order to facilitate a safe return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the collective agreement and other applicable legislation, the parties will provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.
- 23.02 Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.
- 23.03 The parties agree that the issue of education on the topics of accommodation and modified work are appropriate agenda items for the Labour Management Committee.

ARTICLE 24 – CONTRACTING OUT

- 24.01 The Employer shall not contract out work currently performed by employees of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employees occurs. This clause will not apply in circumstances where the Employer no longer provides particular services as a result of the rationalization or sharing of services between Hospitals in a particular geographic district, or as a result of the withdrawal of the Employer's license to perform such services.

ARTICLE 25 – WORK OF THE BARGAINING UNIT

- 25.01 Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.
- 25.02 Where applicable, employees will be assigned duties and responsibilities in accordance with the Regulated Health Professions Act and other applicable statutes and regulations thereto. The Employer will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient/client care.

ARTICLE 26 – CONTINUING EDUCATION

- 26.01 The Employer and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:
- (a) The Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour

programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.

- (b) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Employer will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Employer, and department/program needs.
- (c) Where the employee requests it, the Employer and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.
- (d) In the event of dissatisfaction with the way in which continuing education decisions are made at the departmental level, the issue will be considered by a continuing education sub-committee of the Labour-Management Committee. This sub-committee will consider opportunities, employee needs, Hospital needs and department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

ARTICLE 27 – COMPENSATION

27.01 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, the Employer shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) days of such advice, the Employer agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Employer and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

27.02 Claim for recent related experience, if any, shall be made in writing by the employee within 90 days from initial hiring on the application for employment form or otherwise. The employee shall cooperate with the Employer by providing verification of previous experience.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1500 hours worked equaling one (1) year of experience.

27.03 (Applicable to part-time employees only)

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one (1) year of service for each 1500 hours worked.

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (a) ii) of the Agreement.

27.04 The salary rates in effect during the term of the Agreement shall be those set forth in the wage grid attached to and forming part of this Agreement.

ARTICLE 28 – MODEL SCHEDULING AGREEMENTS AND PRE-PAID LEAVE

28.01 Extended Tours

Where the Employer and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: Health Sciences North

And: Ontario Nurses Association

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 – Work Unit and Employees Covered

(Detailed and specific description of department and employees covered).

Article 2 – Hours of Work

2.1 The normal or standard extended work day shall be ___ per day.

2.2 (Detailed description with an attached schedule where appropriate.)

2.3 Failure to provide (____) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the (____) hour period. Where the (____) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 – Overtime

- 3.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 of the collective agreement.
- 3.2 For purposes of overtime the hours of work per week shall be averaged over ___ weeks.

Article 4 – Rest Periods

- 4.1 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.

Article 5 – Meal Periods

- 5.1 (The length of the meal period to be determined)

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

- 6.1 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

Article 7 – Paid Holidays

(Applicable to Full-Time Employees Only)

- 7.1 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 or standard work day as set out in Article 18.01(a).
- 7.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 – Vacation

- 8.1 (Applicable to full-time only)

Vacation entitlement as set out in Article 21.01 (a) will be converted to hours on the basis of the employee's normal work week.

- 8.2 (Applicable to part-time only)

As set out in Article 21.01 (b) of the collective agreement.

Article 9 – Term

This Agreement shall be (Specify Term).

Article 10

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this ____ day of _____, 20____.

For the Union

For the Employer

28.02

Innovative/Flexible Scheduling

Where the Employer and the Union agree, arrangements regarding Innovative/Flexible Scheduling, including shifts of less than 7.5 hours, but not less than 4 hours, may be entered into between the parties. Such agreement will not be unreasonably withheld.

Whenever a shift schedule of less than 7.5 hours but not less than 4 hours is proposed by either party, the following will apply:

- (a) The party proposing the change will provide the details of its proposal, including the rationale, in writing, to the other party.
- (b) The proposal must be department/area/employee specific.
- (c) Unless they agree otherwise, the parties will then schedule a meeting to discuss the proposal within seven (7) calendar days of providing details of the proposal.
- (d) If the Union does not agree to the proposal, it must provide its reasons in writing within twenty-one (21) calendar days of the Hospital's written request.

The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: Health Sciences North

And: The Ontario Nurses Association

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 – Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 – Hours of Work

(Scheduling arrangement to be set out in this Article.)

Article 3 – Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

4.1 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

Article 5 – Meal Breaks

5.1 The length of the meal period to be determined.

Article 6 – Other Provisions

(As applicable)

Article 7 – Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this ___ day of _____, 20__.

For the Union

For the Employer

28.03

Job Sharing Arrangements

Where the Employer and the Union agree, job sharing arrangements may be entered into between the parties. Job sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full-time position. Subject to the provisions of Article 13, the position involved in the job sharing arrangement will be maintained as a full-time position in the Employer's staffing complement.

The model agreement with respect to job sharing is set out below:

MODEL AGREEMENT WITH RESPECT TO JOB SHARING

MEMORANDUM OF AGREEMENT

Between: Health Sciences North

And: the Ontario Nurses Association

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model agreement.

Article 1 – Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 – Hours of Work

(Scheduling and coverage arrangements to be set out in this Article.)

Article 3 – Status of Employees

The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the applicable Collective Agreement.

Article 4 – Introduction

(Introduction provisions to be set out in this Article.)

Article 5 – Discontinuance

(Discontinuance provisions to be set out in this Article. In preparing discontinuance language, the parties shall make provisions for a full-time employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.)

Dated this ____ day of _____, 20____.

FOR THE UNION

FOR THE EMPLOYER

Note: Employees presently covered by a job sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.

28.04

Pre-Paid Leave

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the

employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(b) Application “or designate” Outstanding

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 28.04(l) and from any one department shall be one. Where there are more applications than spaces allotted, seniority shall govern subject to 28.04(b) above.

Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose, seniority shall govern. The employee will be informed of the disposition of her application as soon as is reasonably possible after the closing date for applications.

(d) Nature of Final Agreement

Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer, authorizing the Employer to make the appropriate deductions from the employee’s pay.

The Agreement will also include:

- i) A statement that the employee is entering the plan in accordance with article 28.04 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.
- iv) The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years’ salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Employer. In the case of the four (4) years’ salary over a five (5) year schedule, during the four (4) years of salary deferral, twenty percent (20%) of the employee’s gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon

deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Employer. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits

All benefits shall be kept whole during the deferral period of the plan.

Full-Time Employees Only

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of such plans will be borne by the employees. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service

Full-Time Only

During the year of the leave, seniority shall continue to accumulate.

Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

On return from leave, a participant will be assigned to her former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

(j) Withdrawal Rights

i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

ii) On Leaving Employment

If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the

participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

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. If, after a period of postponement, a suitable temporary replacement cannot be found, the Employer will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 29.04 (j).

(l) Plan Year

The year for the purposes of the plan shall be from September 1 of one year, to August 31, of the following year, or such other years as the parties may agree to.

(m) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

28.05 Unit Weekend Schedule

MODEL AGREEMENT WITH RESPECT TO UNIT WEEKEND SCHEDULING

MEMORANDUM OF AGREEMENT

Between: Health Sciences North

And: the Ontario Nurses Association

A unit weekend schedule may be developed in order to meet the Employer's need for weekend staff, and individual employees' preference for a weekend work schedule.

A unit weekend schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Employer and the Union.

An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Employer and the Union agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the parties. This unit schedule may be discontinued by either party with eight (8) weeks written notice. Such agreement shall not be unreasonably withheld. The parties agree to the following:

(a) Weekend and shift premiums shall not be paid:

i) Vacation Bank

With the exception of Article 21.09 and as modified below, Article 21 applies.

Vacation entitlement is determined by Article 21.01. For the purposes of Article 18 hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.0625 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 21.01.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, provided no replacement is required.

ii) Paid Holiday Bank

Article 20 applies, subject to the modifications below:

A) Credit to the paid holiday bank will occur on the date of the holiday.

B) Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

C) If an employee works on a paid holiday as defined by the collective agreement, she or he will receive one and one-half (1½) pay for all hours worked on a holiday. The employee will not receive a lieu day.

D) The holiday bank can be used as income replacement for

absences due to illness or for lieu time off on a weekday.

iii) Sick Leave

The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (b) above.

The employee is eligible for long-term disability benefits as described in Article 17. An employee will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Employer will provide the employee with sixty-five (65%) percent of her or his regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence. It is agreed and understood that Article 22.13 will apply in these circumstances.

The provision of medical certificates shall be subject to Article 17.06.

(d) Leaves of Absence

Article 20 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(e) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour employees. Weekday tour exchanges will be permitted provided the Employer does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration.

(f) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the eight (8) week scheduling period.

Overtime will apply if the employee works in excess of the normal daily hours.

Payment for overtime is as in Article 18.04.

(g) Scheduling Provisions

The scheduling and premium provisions relating to weekends off do not apply to employees who accept positions under this provision.

ARTICLE 29 – UNIFORMS

29.01 The Employer agrees to maintain its present practice with regard to supplying and laundering lab coats to members of its staff.

ARTICLE 30 – COST OF PRINTING

30.01 The Collective Agreement will be made available electronically. Where printed copies are required, the cost of printing the Collective Agreement will be shared equally by the Employer and the Union. The Collective Agreement will be printed within sixty (60) days of its signing.

ARTICLE 31 – DURATION AND RENEWAL

31.01 This Agreement shall continue in effect until 13th day of June, 2022 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.

31.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of one hundred and twenty (120) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

31.03 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.

ARTICLE 32 – RETROACTIVITY OF WAGES

32.01 Current employees on staff, from the date of either ratification of the settlement or interest arbitration award, will be paid retroactivity, where agreed to by the parties, within four (4) full pay periods, from the date of ratification of the settlement or date of interest arbitration award, on the basis of hours paid.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay, and SUB).

The Employer will contact former employees at their last known address on record with the Employer, within four (4) full pay periods from the date of ratification of settlement or date of interest arbitration award, to advise them of their entitlement to retroactivity.

Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed to be abandoned.

SIGNING PAGE

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

"Diane Barbeau"

"Shelley Carpenter-Wright"

"Michelle Durling"

"Darlene Belisle"

"Laurie Stillwaugh"

"Colleen Bronchieski"

"Danielle Mallet"

FOR THE UNION

"Diana Kutchaw"
Labour Relations Officer

"Michelle Beaudry"

"Steven Marson"

"Mary Sabo"

"Alicia Santerre"

"Christine Spence"

APPENDIX "A" – RATES OF PAY

General Wage Increases effective as follows:

April 1, 2017 – 1.4%
 April 1, 2018 – 1.4%
 April 1, 2019 – 1.75%
 April 1, 2020 – 1.75%
 April 1, 2021 – 1.75%

LEVEL	JOB TITLE	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1		2017	\$21.58	\$22.38	\$23.21	\$24.02	\$24.84				
		2018	\$21.88	\$22.69	\$23.53	\$24.36	\$25.19				
		2019	\$22.26	\$23.09	\$23.94	\$24.79	\$25.63				
		2020	\$22.65	\$23.49	\$24.36	\$25.22	\$26.08				
		2021	\$23.05	\$23.90	\$24.79	\$25.66	\$26.54				
2	Assistive Communication Clinic Technician	2017	\$22.92	\$24.19	\$25.44	\$25.95					
	Intervention Worker	2018	\$23.24	\$24.53	\$25.80	\$26.31					
	Genetic Assistant	2019	\$23.65	\$24.96	\$26.25	\$26.77					
		2020	\$24.06	\$25.40	\$26.71	\$27.24					
		2021	\$24.48	\$25.84	\$27.18	\$27.72					
3	Hydrotherapy Rehabilitation Assistant	2017	\$23.94	\$24.84	\$25.75	\$26.66	\$27.56				
	Occupational Therapist Assistant	2018	\$24.28	\$25.19	\$26.11	\$27.03	\$27.94				
	Physiotherapist Assistant	2019	\$24.70	\$25.63	\$26.57	\$27.50	\$28.44				
	Prosthetic & Orthotics Technician	2020	\$25.14	\$26.08	\$27.03	\$27.98	\$28.94				
	Reactivation Worker	2021	\$25.58	\$26.54	\$27.50	\$28.47	\$29.44				
	Rehabilitation Assistant										
	Technician II - Cardiac Cath Lab										
Technician II - Clinical Imaging											

4	Industrial Therapy Technician	2017	\$25.52	\$26.96	\$28.38	\$28.94					
	Mobility Technician	2018	\$25.88	\$27.34	\$28.78	\$29.35					
	Orthopaedic Technologist Apprentice	2019	\$26.33	\$27.82	\$29.28	\$29.86					
		2020	\$26.79	\$28.31	\$29.79	\$30.38					
		2021	\$27.26	\$28.81	\$30.31	\$30.91					
5	Supported Independent Living Worker	2017	\$23.82	\$24.97	\$25.91	\$26.73	\$27.55	\$28.42	\$29.32		
	Withdrawal Management Service Worker	2018	\$24.15	\$25.32	\$26.27	\$27.10	\$27.94	\$28.82	\$29.73		
	Peer Support Worker	2019	\$24.57	\$25.77	\$26.73	\$27.57	\$28.43	\$29.32	\$30.25		
	Addictions Navigator	2020	\$25.00	\$26.22	\$27.20	\$28.06	\$28.92	\$29.84	\$30.78		
	Safe Bed Worker	2021	\$25.44	\$26.68	\$27.67	\$28.55	\$29.43	\$30.36	\$31.32		
6	Pharmacy Assistant	2017	\$25.56	\$26.56	\$27.51	\$28.49	\$29.47				
	Pharmacy Technician (Tech III)	2018	\$25.92	\$26.93	\$27.90	\$28.89	\$29.88				
	Polysomnographic Technician (Non-certified)	2019	\$26.37	\$27.40	\$28.39	\$29.40	\$30.40				
	Technician III - Patient & Client Services	2020	\$26.84	\$27.88	\$28.89	\$29.91	\$30.93				
		2021	\$27.30	\$28.37	\$29.39	\$30.43	\$31.48				
7	Orthopaedic Technologist	2017	\$28.45	\$29.52	\$30.59	\$31.71	\$32.76				
	Technician IV - Anatomical Pathology	2018	\$28.85	\$29.93	\$31.02	\$32.15	\$33.22				
	Technician IV - Patient & Client Services	2019	\$29.35	\$30.45	\$31.56	\$32.71	\$33.80				
	Respiratory Therapist (Non-Certified)	2020	\$29.87	\$30.99	\$32.12	\$33.29	\$34.39				
	Medical Radiation Technologist (Non-Certified)	2021	\$30.39	\$31.53	\$32.68	\$33.87	\$34.99				
8	Mental Health Worker	2017	\$27.13	\$28.06	\$29.01	\$30.01	\$31.03	\$32.08	\$33.18		
		2018	\$27.51	\$28.45	\$29.42	\$30.43	\$31.47	\$32.53	\$33.64		
		2019	\$27.99	\$28.95	\$29.93	\$30.96	\$32.02	\$33.10	\$34.23		
		2020	\$28.48	\$29.45	\$30.45	\$31.50	\$32.58	\$33.68	\$34.83		
		2021	\$28.97	\$29.97	\$30.99	\$32.06	\$33.15	\$34.27	\$35.44		

9	Polysomnographic Technician (Certified)	2017	\$30.13	\$31.28	\$32.42	\$33.55	\$34.68				
	Recreation Therapist	2018	\$30.55	\$31.72	\$32.87	\$34.02	\$35.17				
	Technician V - Neurodiagnostics	2019	\$31.08	\$32.28	\$33.45	\$34.62	\$35.79				
	Technician V - Patient & Client Services	2020	\$31.63	\$32.84	\$34.03	\$35.22	\$36.41				
		2021	\$32.18	\$33.41	\$34.63	\$35.84	\$37.05				
10											
10	Planner Specialized Residential Services	2017	\$30.44	\$31.32	\$32.18	\$33.07	\$33.93	\$34.80	\$35.50		
	Communicative Disorders Assistant	2018	\$30.87	\$31.76	\$32.63	\$33.53	\$34.41	\$35.29	\$36.00		
	Elder Life Therapist	2019	\$31.41	\$32.32	\$33.20	\$34.12	\$35.01	\$35.91	\$36.63		
	Exercise Specialist	2020	\$31.96	\$32.89	\$33.78	\$34.72	\$35.62	\$36.54	\$37.27		
	Behavioural Intervention Therapist	2021	\$32.52	\$33.47	\$34.37	\$35.33	\$36.24	\$37.18	\$37.92		
11											
11	Child and Youth Counsellor	2017	\$31.97	\$32.88	\$33.79	\$34.72	\$35.63	\$36.53	\$37.46	\$38.36	\$39.13
	Perfusion Assistant	2018	\$32.42	\$33.34	\$34.26	\$35.21	\$36.13	\$37.04	\$37.98	\$38.90	\$39.68
		2019	\$32.99	\$33.92	\$34.86	\$35.83	\$36.76	\$37.69	\$38.64	\$39.58	\$40.37
		2020	\$33.57	\$34.51	\$35.47	\$36.46	\$37.40	\$38.35	\$39.32	\$40.27	\$41.08
		2021	\$34.16	\$35.11	\$36.09	\$37.10	\$38.05	\$39.02	\$40.01	\$40.97	\$41.80
12											
12	Genetic Counsellor*	2017	\$33.50	\$34.44	\$35.40	\$36.38	\$37.31	\$38.27	\$39.21	\$40.20	\$41.00
	Clinical Behaviour Response Specialist	2018	\$33.97	\$34.92	\$35.90	\$36.89	\$37.83	\$38.81	\$39.76	\$40.76	\$41.57
	Planner, Care Transitions	2019	\$34.56	\$35.53	\$36.53	\$37.54	\$38.49	\$39.49	\$40.46	\$41.47	\$42.30
	Case Manager	2020	\$35.16	\$36.15	\$37.17	\$38.20	\$39.16	\$40.18	\$41.17	\$42.20	\$43.04
	Orthotist	2021	\$35.78	\$36.78	\$37.82	\$38.87	\$39.85	\$40.88	\$41.89	\$42.94	\$43.79
	Prosthetist										
	Chiroprapist										
13											
13	Biomedical Technologist	2017	\$30.89	\$32.08	\$33.42	\$34.75	\$36.08	\$37.41	\$38.74	\$40.06	\$41.40
	Bone Densitometry Technologist	2018	\$31.32	\$32.53	\$33.89	\$35.24	\$36.59	\$37.93	\$39.28	\$40.62	\$41.98
	Dialysis Technologist	2019	\$31.87	\$33.10	\$34.48	\$35.86	\$37.23	\$38.59	\$39.97	\$41.33	\$42.71
	Lung Cancer Screening Navigator	2020	\$32.43	\$33.68	\$35.09	\$36.48	\$37.88	\$39.27	\$40.67	\$42.05	\$43.46

	Medical Laboratory Technologist	2021	\$32.99	\$34.27	\$35.70	\$37.12	\$38.54	\$39.96	\$41.38	\$42.79	\$44.22
	Orthopaedic Technologist Advanced										
	Medical Radiation Technologist										
	Pathologist Assistant*										
14	Counsellor (Bachelor Level)	2017	\$32.83	\$34.62	\$36.43	\$38.24	\$40.03	\$41.83			
	Crisis Worker	2018	\$33.29	\$35.10	\$36.94	\$38.77	\$40.59	\$42.41			
	Dietitian	2019	\$33.87	\$35.71	\$37.59	\$39.45	\$41.30	\$43.15			
	Kinesiologist	2020	\$34.47	\$36.34	\$38.24	\$40.14	\$42.02	\$43.91			
	Return to Work Advisor	2021	\$35.07	\$36.98	\$38.91	\$40.84	\$42.76	\$44.68			
	Youth Mental Health Navigator										
	Social Worker Bachelors										
15	Cardiac Sonographer	2017	\$30.89	\$32.08	\$33.42	\$34.75	\$36.08	\$37.41	\$38.74	\$40.06	\$42.65
	MRI Technologist	2018	\$31.32	\$32.53	\$33.89	\$35.24	\$36.59	\$37.93	\$39.28	\$40.62	\$43.25
	Respiratory Therapist	2019	\$31.87	\$33.10	\$34.48	\$35.86	\$37.23	\$38.59	\$39.97	\$41.33	\$44.01
	Ultrasonographer	2020	\$32.43	\$33.68	\$35.09	\$36.48	\$37.88	\$39.27	\$40.67	\$42.05	\$44.78
	Aboriginal Patient Navigator	2021	\$32.99	\$34.27	\$35.70	\$37.12	\$38.54	\$39.96	\$41.38	\$42.79	\$45.56
16	Radiation Therapist	2017	\$35.42	\$36.41	\$37.43	\$38.46	\$39.45	\$40.47	\$41.46	\$42.51	\$43.36
		2018	\$35.92	\$36.92	\$37.95	\$39.00	\$40.00	\$41.04	\$42.04	\$43.11	\$43.97
		2019	\$36.55	\$37.57	\$38.61	\$39.68	\$40.70	\$41.76	\$42.78	\$43.86	\$44.74
		2020	\$37.19	\$38.23	\$39.29	\$40.37	\$41.41	\$42.49	\$43.53	\$44.63	\$45.52
		2021	\$37.84	\$38.90	\$39.98	\$41.08	\$42.13	\$43.23	\$44.29	\$45.41	\$46.32
17	Senior Medical Laboratory Technologist	2017	\$35.41	\$36.82	\$38.26	\$39.64	\$41.08	\$42.46	\$43.90		
	Senior Medical Radiation Technologist	2018	\$35.91	\$37.34	\$38.80	\$40.19	\$41.66	\$43.05	\$44.51		
	Advanced Pathologist Assistant*	2019	\$36.54	\$37.99	\$39.48	\$40.89	\$42.39	\$43.80	\$45.29		
		2020	\$37.18	\$38.66	\$40.17	\$41.61	\$43.13	\$44.57	\$46.08		
		2021	\$37.83	\$39.33	\$40.87	\$42.34	\$43.89	\$45.35	\$46.89		

18	Radiation Clinical Educator	2017	\$37.04	\$38.03	\$39.06	\$40.09	\$41.08	\$42.09	\$43.08	\$44.14	\$44.99
		2018	\$37.56	\$38.56	\$39.61	\$40.65	\$41.66	\$42.68	\$43.68	\$44.76	\$45.62
		2019	\$38.22	\$39.23	\$40.30	\$41.36	\$42.39	\$43.43	\$44.44	\$45.54	\$46.42
		2020	\$38.89	\$39.92	\$41.01	\$42.08	\$43.13	\$44.19	\$45.22	\$46.34	\$47.23
		2021	\$39.57	\$40.62	\$41.73	\$42.82	\$43.88	\$44.96	\$46.01	\$47.15	\$48.06
19	Occupational Therapist	2017	\$32.55	\$34.80	\$37.06	\$39.32	\$41.56	\$45.13			
	Physiotherapist	2018	\$33.01	\$35.29	\$37.58	\$39.87	\$42.14	\$45.76			
		2019	\$33.59	\$35.91	\$38.24	\$40.57	\$42.88	\$46.56			
		2020	\$34.18	\$36.54	\$38.91	\$41.28	\$43.63	\$47.38			
		2021	\$34.77	\$37.18	\$39.59	\$42.00	\$44.39	\$48.20			
20	Senior Medical Radiation Technologist Ultrasonographer	2017	\$35.41	\$36.82	\$38.26	\$39.64	\$41.08	\$42.46	\$45.21		
	Senior Medical Radiation Technologist MRI	2018	\$35.91	\$37.34	\$38.80	\$40.19	\$41.66	\$43.05	\$45.84		
		2019	\$36.54	\$37.99	\$39.48	\$40.89	\$42.39	\$43.80	\$46.64		
		2020	\$37.18	\$38.66	\$40.17	\$41.61	\$43.13	\$44.57	\$47.46		
		2021	\$37.83	\$39.33	\$40.87	\$42.34	\$43.89	\$45.35	\$48.29		
21	Charge Medical Laboratory Technologist	2017	\$37.44	\$38.92	\$40.41	\$41.90	\$43.41	\$44.86	\$46.39		
	Charge Medical Radiation Technologist	2018	\$37.96	\$39.46	\$40.98	\$42.49	\$44.02	\$45.49	\$47.04		
	Charge Technologist, In-Centre Dialysis	2019	\$38.62	\$40.15	\$41.70	\$43.23	\$44.79	\$46.29	\$47.86		
	Charge Technologist, Biomedical Engineering	2020	\$39.30	\$40.85	\$42.43	\$43.99	\$45.57	\$47.10	\$48.70		
		2021	\$39.99	\$41.57	\$43.17	\$44.76	\$46.37	\$47.92	\$49.55		
22	Perfusionist*	2017	\$36.03	\$38.03	\$39.99	\$41.97	\$43.94	\$47.31			
		2018	\$36.53	\$38.56	\$40.55	\$42.56	\$44.56	\$47.97			
		2019	\$37.17	\$39.23	\$41.26	\$43.30	\$45.34	\$48.81			
		2020	\$37.82	\$39.92	\$41.98	\$44.06	\$46.13	\$49.66			
		2021	\$38.48	\$40.62	\$42.71	\$44.83	\$46.94	\$50.53			
23	Physiotherapy Practitioner	2017	\$38.95	\$40.08	\$41.16	\$42.27	\$43.40	\$44.50	\$45.62	\$46.73	\$47.66

	Advanced Practice Physiotherapist	2018	\$39.50	\$40.64	\$41.74	\$42.86	\$44.01	\$45.12	\$46.26	\$47.38	\$48.33
	Physiotherapist Practice Lead	2019	\$40.19	\$41.35	\$42.47	\$43.61	\$44.78	\$45.91	\$47.07	\$48.21	\$49.18
		2020	\$40.89	\$42.07	\$43.21	\$44.37	\$45.56	\$46.71	\$47.89	\$49.05	\$50.04
		2021	\$41.61	\$42.81	\$43.97	\$45.15	\$46.36	\$47.53	\$48.73	\$49.91	\$50.92
24	Counsellor (Master's Level)	2017	\$37.45	\$39.49	\$41.54	\$43.60	\$45.65	\$47.71			
	Social Worker Masters	2018	\$37.97	\$40.04	\$42.12	\$44.21	\$46.29	\$48.38			
	Psychometrist	2019	\$38.63	\$40.74	\$42.86	\$44.98	\$47.10	\$49.23			
	Speech Language Pathologist	2020	\$39.31	\$41.45	\$43.61	\$45.77	\$47.92	\$50.09			
		2021	\$40.00	\$42.18	\$44.37	\$46.57	\$48.76	\$50.96			
25	Charge Respiratory Therapist	2017	\$37.44	\$38.92	\$40.41	\$41.90	\$43.41	\$44.86	\$47.78		
		2018	\$37.97	\$39.46	\$40.98	\$42.49	\$44.02	\$45.49	\$48.45		
		2019	\$38.62	\$40.15	\$41.70	\$43.23	\$44.79	\$46.29	\$49.30		
		2020	\$39.30	\$40.85	\$42.43	\$43.99	\$45.57	\$47.10	\$50.16		
		2021	\$39.99	\$41.57	\$43.17	\$44.76	\$46.37	\$47.92	\$51.04		
26	Project Team Leader	2017	\$38.94	\$41.08	\$43.20	\$45.34	\$47.48	\$49.61			
		2018	\$39.48	\$41.65	\$43.81	\$45.98	\$48.15	\$50.30			
		2019	\$40.17	\$42.38	\$44.57	\$46.78	\$48.99	\$51.18			
		2020	\$40.88	\$43.12	\$45.35	\$47.60	\$49.85	\$52.08			
		2021	\$41.59	\$43.88	\$46.15	\$48.43	\$50.72	\$52.99			
27	Perfusionist Charge*	2017	\$37.83	\$39.93	\$41.99	\$44.07	\$46.14	\$49.68			
		2018	\$38.36	\$40.49	\$42.58	\$44.69	\$46.79	\$50.37			
		2019	\$39.03	\$41.19	\$43.32	\$45.47	\$47.61	\$51.25			
		2020	\$39.71	\$41.92	\$44.08	\$46.26	\$48.44	\$52.14			
		2021	\$40.40	\$42.65	\$44.85	\$47.07	\$49.29	\$53.06			
28	Psychological Associate	2017	\$42.83	\$44.06	\$45.28	\$46.51	\$47.72	\$48.94	\$50.18	\$51.40	\$52.43
		2018	\$43.43	\$44.68	\$45.91	\$47.16	\$48.39	\$49.63	\$50.88	\$52.12	\$53.16

		2019	\$44.19	\$45.46	\$46.71	\$47.99	\$49.24	\$50.50	\$51.77	\$53.03	\$54.09
		2020	\$44.96	\$46.26	\$47.53	\$48.83	\$50.10	\$51.38	\$52.68	\$53.96	\$55.04
		2021	\$45.75	\$47.07	\$48.36	\$49.68	\$50.98	\$52.28	\$53.60	\$54.90	\$56.00
29	Psychologist	2017	\$51.56	\$54.39	\$57.22	\$60.05	\$62.89	\$65.71			
		2018	\$52.28	\$55.15	\$58.02	\$60.89	\$63.77	\$66.63			
		2019	\$53.19	\$56.12	\$59.04	\$61.96	\$64.89	\$67.80			
		2020	\$54.13	\$57.10	\$60.07	\$63.04	\$66.02	\$68.98			
		2021	\$55.07	\$58.10	\$61.12	\$64.14	\$67.18	\$70.19			

* Market
Adjusted

APPENDIX "B"- WORKLOAD ALERT NOTIFICATION FORM

Appendix "B": Workload Alert Notification in accordance with Article 8.10 and 8.11 of the Collective Agreement

Please be advised that the undersigned has cause to believe that they are being asked to perform more work than is consistent with proper patient care. A written response to this request is requested.

Section 1: General Information			
Name of Employee(s) Reporting:	_____	_____	_____
	_____	Steward:	_____
Employer/site:	_____	Unit/Area/Program:	_____
Date of Occurrence:	_____	Time:	_____
Name of Supervisor:	_____	Date/Time Submitted:	_____

Section 2: Details of Occurrence	
Provide a concise summary of the occurrence (attach additional pages if necessary)	
Check One:	<input type="checkbox"/> Is this an isolated incident? <input type="checkbox"/> An ongoing problem?

Section 3: Contributing Factors

<input type="checkbox"/>	Staffing Shortages	_____
<input type="checkbox"/>	Patient/Work Preparation Concerns	_____
<input type="checkbox"/>	Patient/Work Volume	_____
<input type="checkbox"/>	Equipment Concerns	_____
<input type="checkbox"/>	Other	

Section 4: Identify the specific risk issues to staff/patient care

- Emergency Situation (will result in serious impact on patient in the immediate future)
- Urgent Situation (will result in serious impact on patient in future)
- Pressing Situation (could result in serious impact on patient in the immediate/foreseeable future)

Section 5: Employee Signatures

Signature:	_____	Phone No.:	_____
Signature:	_____	Phone No.:	_____
Signature:	_____	Phone No.:	_____
Date Submitted:	_____		

Note to Members and Stewards: Copies of any completed form should be retained by the member, their steward and further copies forwarded to the Department Manager, and Human Resources.

APPENDIX "C" – ONA GRIEVANCE FORM

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

LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Implementing New Scheduling Provision

The parties agree for purposes of implementing the new scheduling provisions in Article 18, any part-time employee whose regularly scheduled hours are reduced in order to create those schedules will not be considered to have been laid off and the layoff language in Article 13 shall not apply.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

"Diane Barbeau"

"Shelley Carpenter-Wright"

"Michelle Durling"

"Darlene Belisle"

"Laurie Stillwaugh"

"Colleen Bronchieski"

"Danielle Mallet"

FOR THE UNION

"Diana Kutchaw"
Labour Relations Officer

"Michelle Beaudry"

"Steven Marson"

"Mary Sabo"

"Alicia Santerre"

"Christine Spence"

LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Integration for the Delivery of Health Services

To minimize the adverse impact of integration on employees, the parties agree that a standardized approach to Human Resources Adjustment Planning should be used, including the development of provincial standards or principles.

For the purposes of this letter of understanding the parties agree that "integrate", "integration" and "health service provider" have the same meaning as defined in Bill 36 an Act to Provide For the Integration Of The Local System For The Delivery Of Health Services. Throughout this document, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a health service integration or rationalization with another service provider, the Employer and the Union agree to be guided by the following principles:

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) The Employer shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit relating to the rationalization or integration of services.
- (c) The Employer and the Union shall begin discussions concerning the specifics of the rationalization or integration forthwith after a decision to rationalize or integrate is taken.
- (d) As soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Employer shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization or integration.
- (e) If services in the Employer are to be reduced, transferred or eliminated as the result of rationalization or integration, or if the employment of employees is otherwise to be affected, the Employer shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit.

- (f) If a rationalization or integration is anticipated to result in a loss of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at the Employer:
- i) in the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 15 has been complied with, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;
 - ii) when the integration or rationalization takes place, and when employees formerly employed by the other service provider or providers involved are transferred to the Employer, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Employer accordingly. Thereafter they shall exercise seniority rights in accordance with this arrangement. Following implementation of the rationalization or integration, no employee who has been transferred to the Employer shall suffer a reduction in wages. If the wage grid in effect at the does not correspond to the grid in effect at the service provider at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Employer's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be red circled;
 - iii) employees who have been transferred to the Employer shall be subject to the benefit plans of the Employer in the manner provided under the Collective Agreement. The retention, modification or abandonment of pre-existing grandfathered benefits and the provisions of sick leave plans, to which employees who have been transferred to the Employer were formerly subject, shall be negotiated between the Union and the Employer. Employees who have been transferred to the Employer shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
 - iv) hours of work shall be those of the Employer;
 - v) an employee who has been transferred to the Employer and who has not completed her probationary period at the Hospital where she was formerly employed shall receive credit for her service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Employer.
- (g) Employees who are relocated or transferred to another employer by the Employer will retain their seniority and service at the original Employer (i.e. Health Sciences North) for a twenty-four (24) month period. Employees relocated or transferred shall have the right to post for vacancies that arise prior to or subsequent to the relocation or transfer, at the original Employer for that 24 month period. If they are the successful applicant, they will return to the employ of the original Employer with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.
- (h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights under the *Labour Relations Act, 1995*, the *Local Health System Integration Act* or the *Public Sector Labour Relations Transition Act, 1997*, as may be amended.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

"Diane Barbeau"

"Shelley Carpenter-Wright"

"Michelle Durling"

"Darlene Belisle"

"Laurie Stillwaugh"

"Colleen Bronchieski"

"Danielle Mallet"

FOR THE UNION

"Diana Kutchaw"
Labour Relations Officer

"Michelle Beaudry"

"Steven Marson"

"Mary Sabo"

"Alicia Santerre"

"Christine Spence"

LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Reduced Work Week Arrangements (Applicable to Full-Time Only)

The parties hereby agree to the following terms as it pertains to a reduced work week:

(Applicable to Full-Time Only)

Where the Employer and the Union agree, a reduced work week arrangement may be entered into between the parties pursuant to Article 28.02 of the Collective Agreement. A reduced day work week is defined as an arrangement whereby an employee is scheduled on average between 60 (0.8 FTE) hours per pay period and retains his or her full-time status. Such an agreed reduction in hours shall not constitute a layoff.

The Employer and the Union agree that the intention of creating this type of arrangement is primarily to assist employees with identified special circumstances by reducing their full-time hours. A Letter of Understanding will be developed and signed off for each arrangement based on the terms and conditions set out below:

- (a) All arrangements will be made on a without prejudice or precedents basis to any position either party may take with respect to future Individual Special Circumstance Arrangements.
- (b) The Employee shall make written application to her or his manager and will include the reason(s) for application and the length of time she/he is requesting the arrangement.
- (c) The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirement of the Employer.
- (d) The decision to enter into an arrangement shall require the mutual agreement of the Union, the Employer and the Employee.
- (e) The scheduling provisions of the agreement may be waived to allow flexibility of scheduling individual special circumstances.

The Union, the Employer or the Employee may discontinue the arrangement by either party providing (90) days written notice or by mutual agreement.

Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

If the arrangement is discontinued the incumbent will revert back to full-time status.

In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued and the full-time position will revert to full-time.

Employees in these positions will discuss any change in circumstance with the Union and their manager on an annual basis or at other points in time as agreed upon by the parties. All arrangements will have an agreed upon date of conclusion.

The benefits and vacation for these arrangements shall be according to the schedule set out below.

BENEFIT	BASED ON: 0.8 FTE
Hours of Work	1,560 hours/year 60 hours/pay period (2 weeks) 30 hours/week
Statutory Holidays	A total of 72 hours in a calendar year, are available for payment for statutory holidays. Each stat is paid at 6 hours.
Vacation	Vacation entitlement is pro-rated based on 0.8 FTE. For example: 1.0 FTE entitlement based on 4 weeks per year would be 150 hours or accruing at 5.769 hours/pay period. 0.8 FTE entitlement based on 4 weeks per year would be 120 hours accruing at 4.615 hours/pay period.
Service and Seniority	Same as regular full-time (i.e. remain as a date). Seniority is indicated in hours on the seniority list.
Healthcare (Dental/extended health/semi-private)	Same cost-sharing as outlined in the collective agreement
Healthcare of Ontario Pension Plan (HOOPP)	HOOPP pension contributory weeks in the year will be based on 0.8 of a FTE (41.6 weeks/year)
Healthcare of Ontario Group Life Insurance (HOGLIP)	Coverage adjusted to 2x's annual salary based on 0.8 FTE of earnings level (i.e. 1,560 hours/year)
Short-term Sick Pay	Shall be based on 0.8 FTE for shifts scheduled to work; shall be based on supporting medical information as outlined in Part A of the HOODIP pamphlet. A total of 450 hours of short-term sick pay are available over a 15-week period.
Hospitals of Ontario Disability Insurance Plan (HOODIP) Long Term Disability (LTD)	Premiums shall be based on 0.8 FTE monthly earnings and any payments under Part B of the HOODIP pamphlet will be based on .8 FTE (130 hours/month) monthly earnings level.
Additional Shifts	If additional shifts are worked, overtime premiums are in accordance with the collective agreement. That is, for the purposes of Article 18 the averaging period for hours of work will be seventy-five (75) hours in a two (2) week pay period.
Other Applications	In accordance with the collective agreement

It is agreed that employees in these positions are not entitled to declare their availability for extra shifts; however, if additional shifts are worked, overtime premiums are in accordance with Article 18.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

"Diane Barbeau"

"Shelley Carpenter-Wright"

"Michelle Durling"

"Darlene Belisle"

"Laurie Stillwaugh"

"Colleen Bronchieski"

"Danielle Mallet"

FOR THE UNION

"Diana Kutchaw"
Labour Relations Officer

"Michelle Beaudry"

"Steven Marson"

"Mary Sabo"

"Alicia Santerre"

"Christine Spence"

LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Computer Access for President and Bulletin Boards

The Local President or designated executive member shall have the ability to access the employer computer system to notify employees that notices or items of interest are posted on the bulletin boards. Human Resources will be copied on all such notifications.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Diane Barbeau"

"Diana Kutchaw"
Labour Relations Officer

"Shelley Carpenter-Wright"

"Michelle Beaudry"

"Michelle Durling"

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LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Layoff 60 km Rule

1. The Employer and the Union agree to the following modification of Articles 13.04 (a) and 13.04 (b).
 - (a) Employees must first seek to exercise displacement options within a sixty (60) kilometer radius of their current work location.
 - (b) If the employee cannot displace within the sixty (60) kilometer radius the employee shall then seek to exercise displacement options outside of the sixty (60) kilometer radius.
 - (c) The normal process and requirements of articles 13.02 and 13.03 shall apply save and except the sixty (60) kilometer radius rule.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Diane Barbeau"

"Diana Kutchaw"
Labour Relations Officer

"Shelley Carpenter-Wright"

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LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Government Sponsored Programs

Government sponsored programs may be made available to the Employer from time to time, therefore, the Employer may hire persons in accordance with the terms of such programs at a rate of pay stipulated by the program.

The Union President shall be notified when a program becomes available to the Employer, its duration and the persons to be utilized. It is understood that there will be no reduction in bargaining unit hours as a result of such programs.

Any person hired under this provision will be required to pay union dues. The employee will be considered a temporary employee in accordance with Article 15.01.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Diane Barbeau"

"Diana Kutchaw"
Labour Relations Officer

"Shelley Carpenter-Wright"

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LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS

(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION

(hereinafter referred to as "the Union")

Re: Grievance Commissioner System

1. The Employer and Union may mutually agree in writing to invoke the Grievance Commissioner process outlined in this letter rather than proceed to arbitration as set out in Article 10.12 of this collective agreement for an individual, group or policy grievance.
2. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Sole Arbitrator hereunder, save and except as expressly provided herein.
3. The roster of potential Grievance Commissioners shall be mutually agreed upon by the Employer and Union.
4. A Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Employer and Union.
5. The location of any such hearing shall be agreed upon by the parties.
6. The parties shall provide the Grievance Commissioner with a Statement of Facts Agreed and Not Agreed. In addition they shall provide the Grievance Commissioner and each other with brief written representations on which they intend to rely provided that such are emailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner. This information will include the grievance and the Employer's response.
7. The purpose of the hearing is to clarify issues and/or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
8. The parties acknowledge that this is an expedited form of a med-arb process whereby the Grievance Commissioner, based on the evidence and representations provided by the parties during the med-arb session, will decide the grievance. The parties agree that no witnesses will be called throughout this process, except as required by the Grievance Commissioner. The Grievance Commissioner must render his/her written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing.
9. If it becomes clear at any point during the process that due to exceptional circumstances

the grievance is too complex for the Grievance Commissioner process, the parties may jointly agree to revert to traditional arbitration pursuant to Article 7 10 of the collective agreement.

- 10. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.

Notwithstanding anything contained herein, the decision of the Grievance Commissioner shall be in accordance with Article 10.16.

- 11. The Union and Employer shall each be responsible for one-half (½) of the expenses (including any off-site location of the hearing) and fees payable to the Grievance Commissioner.
- 12. If any member of the Grievance Commissioner roster agreed to by the parties under paragraph number 3 who, having been requested in turn to act as the Grievance Commissioner, is unable or unwilling to act, he/she shall not again be requested to act as a Grievance Commissioner until his/her name comes up again on the regular rotation of the roster.
- 13. The parties agree that the Grievance Commissioner can serve as a mediator/arbitrator for more than one grievance on a single day.
- 14. The parties agree that nothing in this letter prevents the parties from mutually agreeing to mediation for any other grievances pursuant to Article 10.09(b).

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Diane Barbeau"

"Diana Kutchaw"
Labour Relations Officer

"Shelley Carpenter-Wright"

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LETTER OF UNDERSTANDING

Between:

HEALTH SCIENCES NORTH-HEALTH CARE PROFESSIONALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Pay Equity

The parties agree that once a pay equity plan is developed for the bargaining unit, the parties will meet to discuss:

- (a) retroactivity for any identified pay equity wage adjustments; and
- (b) the impact of wage increases negotiated or awarded under the Collective Agreement on any pay equity wage gaps found to be owing.

In the event the parties are unable to reach agreement on those issues, a mutually agreeable arbitrator will be chosen to resolve the dispute.

DATED AT Sudbury, ONTARIO, THIS 25 DAY OF November, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Diane Barbeau"

"Diana Kutchaw"
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