

COLLECTIVE AGREEMENT

Between:

**NORTH YORK GENERAL HOSPITAL
(Hereinafter referred to as the "Employer")**

And:

**ONTARIO EMPLOYEES' ASSOCIATION
ALLIED HEALTH PROFESSIONALS
(Hereinafter referred to as "the Union")**

Expiry: April 1, 2023

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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 Hospital and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital 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 Hospital to secure the best possible care and health protection for patients. 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 an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent of all Registered Respiratory Therapists and Respiratory Technicians employed in a respiratory therapy and respiratory technician capacity and all Anesthesia Assistants employed at North York General Hospital in the City of Toronto save and except Professional Practice Leader and Educator and Clinical Manager and persons above the rank of Professional Practice Leader and Educator and Clinical Manager.
- 2.02 (a) The word "employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- (b) A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 15 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time employees shall be considered casual employees.

The predetermined basis upon which the commitment to be available is made shall be determined by the employee's hire letter.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital 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.

- 2.03 In this Agreement, "Local Union" refers to the Local of the Ontario Nurses' Association at North York General Employer namely Local No. 6.

ARTICLE 3 - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- 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 provisions of this Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) 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) generally to manage the operation that the Employer is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement. The Employer will advise the Union of any change of rules and regulations.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 15.
- 4.02 (a) A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 15 and who

offers to make a commitment to be available for work on a regular predetermined basis. All other part-time employees shall be considered casual employees.

- (b) The predetermined basis upon which the commitment to be available is made shall be determined by the employee's hire letter.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital 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.

- (c) A Registered Respiratory Therapist holds a Certificate of Registration with the College of Respiratory Therapists of Ontario in accordance with the Regulated Health Professions Act, and the Respiratory Therapy Act.
- (d) A graduate Respiratory Therapist has met all academic requirements but has not yet successfully completed the examination or evaluation approved by the College. A Respiratory Therapist who holds a Graduate certificate of registration must use the title of Graduate Respiratory Therapist or GRT.
- (e) If the employee fails to obtain her or his General Certificate of Registration prior to expiry of her or his Graduate Certificate of Registration, she/he will be deemed to not be qualified for the position of Registered Respiratory Therapist, and she/he will be terminated from the employ of the Employer. Such termination will not be subject of a grievance or arbitration.

ARTICLE 5 – RELATIONSHIP

- 5.01 The parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:
- 5.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.

5.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*.

5.04 Harassment and Discrimination

(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". ref: *Ontario Human Rights Code*, Sec. 5 (2) and 10 (1).

(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". ref: *Ontario Human Rights Code*, Sec. 7 (2)

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

(c) "Every person has a right to be free from,

i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref *Ontario Human Rights Code*, Sec. 7 (3)

(d) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.

(e) Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.

- (f) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.
- (g) The parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
 - Reviewing the hospital's harassment policy and making joint recommendations to the Clinical Team Manager;
 - Promoting a harassment free workplace where there is 'zero tolerance';
 - Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees;
 - Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee assistance Programs, staff supports);
 - Development of processes to address the accommodations/modified work needs for employees;
 - 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". ref: *Ontario Human Rights Code*, Sec. 10 (1)

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

5.06 Whistle Blowing Protection

Provided an employee has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegation of wrongdoing, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

5.07 In dealing with complaints, Hospitals shall ensure that the process is fair for all.

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

ARTICLE 6 – NO STRIKES NO LOCKOUTS

- 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

- 7.01 The Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. 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 Hospital, then, as soon as the error is called to its attention by the union, the Hospital shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Hospital shall make the deduction in the manner prescribed by the union.

- 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, Local Finance of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital'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 Hospital's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

- 7.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local 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 Hospital 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 and, where feasible, the Hospital shall also provide the professional designation, 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 Hospital shall provide the information currently provided, in an electronic format.

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

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

- 7.06 The Hospital agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee.
- 7.07 The Hospital will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 – REPRESENTATION AND COMMITTEES

8.01 Meetings

The parties recognize the value of employees' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the employee's regular working hours. The Employer will provide replacement staff where operationally required.

The employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer.

Upon request the employer will meet with the bargaining unit to discuss and make reasonable efforts to resolve concerns pertaining to scheduling meetings.

8.02 Union Representatives & Grievance Committee

- (a) The Employer agrees to recognize two (2) Union representatives to be elected or appointed from amongst employees in the bargaining

unit for the purpose of dealing with Union business as provided in this Collective Agreement.

The Union shall notify the Employer in writing of the names of its representatives for all purposes and the names of members of all committees recognized under the Collective Agreement.

- (b) The Hospital will recognize a Grievance Committee of two (2) employees, one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder. The Hospital agrees to pay a grievor for all time spent during his or her regular hours at Step 1 and Step 2 grievance meetings.

8.03

Hospital-Union Committee

- (a) There shall be a Hospital-Union Committee comprised of representatives of the Hospital, and of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - i) Promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of workload measurement and patient acuity systems. The Hospital will provide, upon request, information on workload measurement systems applicable to work currently used by

the Hospital, and evaluations completed by the Hospital of such systems.

- ii) Reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of care and discussing the development and implementation of quality initiatives;
- iii) Making joint recommendations to the Clinical Team Manager; on matters of concern regarding recurring workload issues including the development of staffing guidelines, the use of agency employees and use of overtime;
- iv) Dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;
- v) Discussing and reviewing matters relating to orientation and in-service programs;
- vi) Promote the creation of full-time positions for employees, and discuss the effect of such changes on the employment status of the employees.

This may include the impact, if any, on part-time and full-time, job sharing and retention and recruitment.

- (d) The Hospital-Union Committee shall also discuss any scheduling concerns as follows:
 - i) to act in an advisory capacity and assist in resolution of scheduling concerns;
 - ii) to review all new master schedules and to ensure compliance with the Collective Agreement;
 - iii) to provide advice regarding the scheduling of part-time employees.
- (e) The Hospital-Union Committee will also be used as the forum to discuss Professional Development.

The parties agree that the following key principles will provide direction for addressing professional development matters:

- i) Professional development will be recognized;

- ii) All employees will have equal access to professional development opportunities;
- iii) Responsibilities for professional development will be shared between the individual and the Hospital.

The purpose is to assist the Hospital in promoting a practice environment that supports continuous learning and enhances opportunities for career development through:

- iv) Reviewing annually the organization's strategic directions and priorities which impact on competencies including the budget and expenditures related to education. Provide recommendations with respect to professional development initiatives in the development of the Hospital Operating Plan;
 - v) Reviewing the demographics of the employee complement;
 - vi) Developing guidelines for the development, implementation and evaluation of professional development initiatives;
 - vii) Developing means to promote equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops), funding, scheduling, leaves, mentoring roles and preceptorship;
 - viii) Reviewing and making recommendations regarding professional development initiatives, including but not limited to mentorship and internship;
 - ix) Reviewing and making recommendations regarding the existing continuing education programs; and on the use of technology to enhance access;
 - x) Developing and implementing an ongoing communication plan to advise employees about the work of this committee and what opportunities are available for continuous learning.
- (f) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (g) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

8.04 Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of four (4) representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee's participation in bargaining.

8.05 Occupational Health & Safety

- (a) 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 on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25 (2) (h)].

Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (and other personal protective equipment) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.

- When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 9 (20)].
- The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s.9 (21)].

- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25 (1) (a)].
 - The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28 (1) (b)]
 - The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28 (2) (b)].
 - A worker who is required by his or her 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. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- (b) The parties will determine appropriate solutions to promote health and safety in the workplace, including, but not limited to:
- Violence in the Workplace (include Verbal Abuse)
 - In particular, the parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - i) Electronic and visual flagging;
 - ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
 - iii) Appropriate personal alarms;
 - iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments;
 - v) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.

- Musculoskeletal Injury Prevention
 - Needle Stick and other sharps Injury Prevention
 - Employees who regularly work alone or who are isolated in the workplace
 - Wellness initiatives
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (d) 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 hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (e) Joint Health and Safety Committee
- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- Note: The intent of 8.05 (e) i) is not to increase the number of members allotted to ONA on the JHSC.*
- ii) 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.
 - iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
 - iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. 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.

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

"A member of a committee is entitled to,

- A) One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- B) Such time as is necessary to attend meetings of the committee;
- C) Such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.]" ref: *Occupational Health and Safety Act*, Sec. 9 (34);
- D) Where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a Union representative to be involved in an investigation involving Union members; and

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

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

- viii) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.
- x) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act*, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)
- xi)
 - A)
 - 1) When a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - 2) When the worker's refusal to work would directly endanger the life, health or safety of another person". ref: *Occupational Health and Safety Act*, Sec. 43 (1)
 - B) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - 1) Any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - 2)
 - (a) The physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - (b) Workplace violence is likely to endanger himself or herself; or
 - 3) Any equipment, machine, device or thing he or she is to use or operate or the physical condition

of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker". ref: *Occupational Health and Safety Act*, Sec. 43 (3).

4) "Workplace violence" means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

C) A refusal to work or do particular work as outlined in Article 8.05 (e) (xi) (B) shall not be considered a contravention of Article 6.01.

NOTE 1: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed with the Hospital and the other Unions representing employees of the Hospital.

NOTE 2: Workplace harassment means:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

Workplace sexual harassment;

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a

benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

- 8.06 The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 8.07 The Union shall keep the Hospital notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 8.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Union.
- The Union will advise the Hospital in writing of the name of the contact person(s) for the Union for all purposes under the collective agreement.
- 8.09 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the hospital. Such representatives shall have access to the premises only with the approval of the Hospital 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.
- 8.10 Where an employee makes prior arrangements for time off from a tour of duty, the employee shall not be scheduled to work another tour that day.
- 8.11 Employees who are members of committees pursuant to Regulation 518 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.
- Where an employee attends a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.
- Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such committee meetings.
- 8.12 The Hospital will discuss government initiatives with the Union that impact on the bargaining unit.

8.13 Payment for meetings outside scheduled work hours

When an employee is required by the Employer to attend meetings, in-service and other work related functions outside her/his regularly scheduled working hours, and the employee does attend same, she/he shall be paid for all time spent on such attendance at her/his regular straight time hourly rate of pay or at the employee's option, she/he shall receive equivalent time off.

8.14 Travel Expense

The parties agree that where Union business requires staff to travel between sites; and where the Employer requires such Union representation to be present; that transportation will either be provided by the Employer or reimbursement of travel expenses will be made as per the "Use of Private Motor Vehicles for Hospital Business" policy.

Reimbursement is made by submitting a "Travel Expense Voucher" for approval to the Manager of Labour Relations or his/her designate and payment will be made within twenty-five (25) calendar days of request.

ARTICLE 9 – GRIEVANCE PROCEDURE

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

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance. The Hospital also agrees, as a good labour relations practice, in most circumstances it will also notify the Union.

The Hospital agrees that where an employee is required to attend a meeting with the Hospital 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.

9.03 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) calendar days after the

circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to their Clinical Team Manager/Department Manager; or designate with a copy to Human Resources. The grievance shall be on a form referred to in Article 9.09 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 Clinical Team Manager/Department Manager; or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Hospital Administrator or designate. A meeting will then be held between the Hospital Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Hospital shall be delivered in writing to the Labour Relations Officer and the Union representative within nine (9) calendar days following the date of such meeting.

- 9.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Bargaining Unit President or designate.
- 9.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Clinical Team Manager/Department Manager or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step

No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06

(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 Hospital 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.

A claim by a probationary employee that she or he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Hospital at Step 2 within seven (7) days after the date the release is effective. Such grievance shall be treated as a special grievance as set out below.

(b) Discipline/Discharge/Suspension

The Hospital agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her 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 Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

- 9.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 9.08 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 Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 9.09 Union grievances shall be on the form set out in Appendix 1. The parties agree that an electronic version of this form may be used. When an electronic grievance form is used the following shall apply:
- a) The parties agree that hard copies of the electronic form are valid for purposes of this agreement.
 - b) Electronic grievances may be sent, via e-mail, to the applicable manager and copied to Human Resources, or the identified designate.
 - c) The electronic signature of the Union Executive representative or Labour Relations Officer and grievor will be accepted as the original signature.
 - d) The Union undertakes to get a copy of the electronic version signed by the grievor.
 - e) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

9.10 (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 48(12)* 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.

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

- 9.12 The Arbitration Board/sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.13 The proceedings of the Arbitration Board/sole Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.14 Each of the parties hereto will bear the expense of any nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board or sole Arbitrator.
- 9.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.

ARTICLE 10 – PROFESSIONAL RESPONSIBILITY

- 10.01 The Parties have a mutual interest in the provision of quality patient care. Therefore, where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Health Disciplines 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 local Labour Management Committee. Such complaint must be filed in writing using the form found in Appendix 3 within fifteen (15) calendar days of the alleged improper assignment.

If, after a thorough investigation, no consensus can be reached at Hospital - Union Committee the parties will meet with the Program Director or designate within thirty (30) days of referral to present the issues. The Program Director will notify the Union of the decision in writing within fourteen (14) days.

Any settlement arrived at under this Article shall be signed by the parties.

This provision is intended to appropriately address employee concerns relative to their workload issues in the context of their professional responsibility. In particular, the parties encourage employees to raise any issues that negatively impact their workload or patient care, including but not limited to:

- Gaps in continuity of care
- Balance of staff mix

- Access to contingency staff
- Appropriate number of staff

- 10.02 The delegation of Controlled Acts shall be in accordance with the *Regulated Health Professions Act*, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the Regulatory College from time to time, and any hospital policy related thereto, provided that if the Union is of the opinion that such delegation would be detrimental to quality patient care, the Union may refer the issue to the Hospital-Union Committee.
- 10.03 The Hospital will notify the employee when it reports her or him to their respective Regulatory College, and refer them to the Union as a resource.
- 10.04 Should an employee be required to provide her or his Regulatory College with proof of liability insurance, the Hospital, upon request from the employee, will provide the employee with a letter outlining the Hospital's liability coverage for Health Professionals in the Hospital's employ.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

- 11.01 Continuous professional development is a hallmark of professional practice. As a self-regulating profession, the parties recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.
- 11.02 Orientation and In-Service Program
- The Hospital recognizes the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the employees involved.
- 11.03 Before assigning a newly hired employee in charge of a unit, the employee will receive orientation and training to the role of the Team Lead on that unit. It is understood that such employee may be assigned to any tour as part of the employee's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Collective Agreement.
- 11.04 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, employees whose probationary period has been extended under Article 12.01, and employees who are transferred on

a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the employee to assume satisfactorily the duties of such position. A request by such an employee for orientation shall not be unreasonably denied.

- 11.05 Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education.

The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized.

- 11.06 The Hospital will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Hospital and during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to engage in any learning opportunities outside of her or his regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at her or his regular straight time hourly rate of pay.

Where the hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of her/his regular working hours, the hospital will identify in advance the time that will be paid 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 engaged in such learning opportunities.

- 11.07 Student Supervision

- (a) Employees may be required, as part of their regular duties, to supervise activities of students. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students. Upon request, the Hospital will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.

As of April 1, 2022, where an employee is assigned student supervision duties, the Hospital will pay the employee a premium of

seventy-five cents (\$0.75) per hour for all hours spent supervising students.

- (b) Employees are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

11.08 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the employee within the bargaining unit.

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.08 will apply.

11.09 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the employees involved, in accordance with Article 11.06.

11.10 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 Hospital against the employee.

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

Notwithstanding Article 11.13, upon review of the file, should the employee believe that any coaching/counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

No document shall be used against an employee where it has not been brought to her or his attention in a timely manner.

- 11.11 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.
- 11.12 An employee shall be entitled to leave of absence from her or his regularly scheduled working hours for the purpose of writing exams: (i) Arising out of the Quality Assurance Program required by Professional Colleges of Ontario. (ii) To obtain or maintain professional certification designation.
- The period of the leave will include a scheduled night shift that extends into the day of the examination and any scheduled shift commencing on the day of the examination.
- Part-time employees will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.
- Note: Where exams are available on line, this provision will interpret on line as "writing the exam".
- 11.13 The Hospital will meet with the Union to discuss any remediation or continuing education required by their Regulatory College to re-establish eligibility for clinical practice following an employee's return from an approved absence.
- 11.14 To support succession planning and retention, the parties will discuss mid-career opportunities for employees to receive training/education.
- 11.15 Within twenty-one (21) days of receipt of a written request from the employee, either during or at the end of employment, the Hospital will provide the employee with a letter detailing her or his employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Hospital.

ARTICLE 12 – SENIORITY

12.01 Probationary Period

- (a) i) Newly hired employees shall be considered to be on probation for a period of three (3) months from date of last hire. If retained after the probationary period, the full-time employee shall be credited with seniority from date of last hire and the part-time employee shall be credited with seniority for the three (3) months worked. With the written consent of the Hospital, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period

may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months and, where requested, the Hospital will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.

- ii) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.
- (b) An employee who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such employee has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) An employee who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where such employee has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

12.02

Seniority Lists

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- (b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

- (c) A seniority list shall be maintained for casual part-time employees for the purposes of Article 12.07 only. Seniority on such lists will be expressed in terms of total hours worked.
- (d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Union, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. At the same time, a copy of the seniority list shall also be posted and made available to the employees on each unit.

12.03 Retention / Transfer of Service and Seniority

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

12.04 Effect of Absence (Full-time)

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

Notwithstanding this provision, seniority and service shall accrue if an employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 13.07 and for a period of up to sixty-one (61) weeks while an employee is on parental leave under Article 13.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to sixty-three (63) weeks while such employee is on a parental leave under Article 13.08.

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

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

12.05 Effect of Absence (Part-time)

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

12.06 Deemed Termination

A full-time or regular part-time employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) Leaves of her or his own accord;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Has been laid off for thirty-six (36) calendar months;
- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) Fails to return to work (subject to the provisions of 12.06 (e)) upon termination of an authorized leave of absence without satisfactory

reason or utilizes a leave of absence for purposes other than that for which the leave was granted;

- (g) Fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he 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 thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties;

12.07

Job Posting

- (a)
 - i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in this bargaining unit and employees in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
 - ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in this bargaining unit and employees in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
 - iii) Absent exceptional circumstances, the hospital will endeavour to move employees who have been selected for positions in accordance with Article 12.07 (c) and (d) into their positions within forty-five (45) days of their selection to the positions.

- iv) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six (6) months from the date of her or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

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

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

- (c) Employees shall be selected for positions under either Article 12.07 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy, to return the employee to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. If the employee requests the Hospital will give due consideration to returning the employee to the employee's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. Where the employee is returned to her or his former position within thirty (30) tours, the hospital will select an applicant, in accordance with this provision, from the previous posting to fill the

position. Where there were no qualified applicants, the position will be reposted in accordance with Article 10.07 (a). The Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (d)
 - i) Vacancies which are not expected to exceed sixty (60) calendar days (including vacancies caused due to illness, accident, leaves of absence [including pregnancy and parental]) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the part-time provisions of the collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job. Full-time employees shall be considered for temporary full-time vacancies on the same basis as regular part-time employees.
 - ii) Vacancies due to illness, accident, leaves of absence (including pregnancy and parental) which are expected to exceed sixty (60) calendar days will be posted in accordance with Article 12.07 (a)
- (e)
 - i) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
 - ii) Specific Time-Limited Temporary Positions

Specific time-limited temporary positions which are expected to exceed a term of sixty (60) calendar days but no greater than six (6) months will be posted in accordance with Article 12.07 (a). This term may be extended a further six (6) months

by mutual agreement of the local parties. Where a Registered Respiratory Therapist, Respiratory Technician or Anesthesia Assistant is transferred under this Article, their vacated position shall be posted in accordance with Article 12.07 (a).

Upon completion of such temporary position, the Registered Respiratory Therapist, Respiratory Technician or Anesthesia Assistant will be reinstated to her or his former position.

Should such position continue beyond the expected term, it shall be considered to be a permanent bargaining unit position, and posted as such at that time.

- (f) An employee selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to nine (9) months from the date of her or his transfer to the vacant position. This does not apply to employees applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 12.07 that are on their unit, or employees who posted or transferred as a result of a layoff.
- (g) Where employees are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.
- (h) The parties agree that the Employer will notify all unsuccessful candidates for an ONA job posting, in writing, within a reasonable period of time and where possible within twenty-one (21) calendar days of the successful candidate accepting the position.

12.08 Layoff – Definition and Notice

- (a) A "short-term layoff" shall mean:
 - i) A layoff resulting from a planned temporary closure of any part of the Hospital's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a "Christmas shutdown"); or
 - ii) A layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Hospital's facilities for the purpose of construction or renovation; or
 - iii) Any other temporary layoff which is not anticipated to exceed three months in length.

- (b) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (c) The Hospital shall provide the Union with no less than 30 calendar days' notice of a short term layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 16.12 has been complied with. In giving such notice, the Hospital will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected. If requested, the Hospital will meet with the Union to review the effect on employees in the bargaining unit.

(d) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature within the bargaining unit, the Hospital shall:

- i) Provide the Union with no less than five (5) months written notice of the proposed layoff; and
- ii) Provide to the affected employee(s) no less than four (4) months written notice of layoff, or pay in lieu thereof.

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

In the event of the elimination of a vacant position or in circumstances where the Hospital decides not to fill a vacated position, the Union will be provided with notice at the time the decision is made.

The Hospital shall meet with the Union to review the following:

- i) The reasons causing the layoff/elimination;
- ii) The service which the Hospital will undertake after the layoff/elimination;
- iii) The method of implementation including the areas of cut-back and the employees to be laid off; and

12.09 Layoff – Process and Options

- (a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

- (b) Employees shall have the following entitlements in the event of a layoff;

Prior to implementing a short-term layoff on a unit, employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

- i) An employee who has been notified of a short-term layoff may:
 - (A) Accept the layoff; or
 - (B) Opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 19.04; or
 - (C) Elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
 - (D) Displace the least senior employee in the bargaining unit whose work she or he is qualified to perform.
- ii) An employee who has been notified of a long-term layoff may
 - (A) Accept the layoff; or
 - (B) Opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 19.04; or
 - (C) Elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
 - (D) Displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee subject to layoff is qualified to perform.
- iii) In all cases of layoff:
 - (A) Any agreement between the Hospital and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual employee is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

- (B) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her or his former position there shall be no obligation to consider the vacancy under Article 12.07. Where the employee refuses the opportunity to return to her or his former position the employee shall advise the Hospital in writing.
 - (C) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
 - (D) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
 - (E) Full-time and part-time layoff and recall rights shall be separate.
 - (F) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 12.10 have been complied with.
 - (G) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.
 - (H) In this Article (12.09), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
 - (I) The option to "accept a layoff" as provided in this Article includes the right of an employee to absent her or himself from the workplace.
- (c) i) Where there are vacant positions available under Article 12, but the employee is not qualified to perform the available work, and if such employee is not able to displace another employee under Article 12, the employee will be provided with the necessary training up to sixteen (16) weeks' training to enable the employee to become qualified for one of the vacant

positions. In determining the position for which training will be provided the Hospital shall take account of the employee's stated preference.

- ii) When employees would otherwise be recalled pursuant to Article 12 but none of the employees on the recall list are qualified to perform the available work the Hospital will provide necessary training up to sixteen (16) weeks to employees, in order of seniority, to enable them to become qualified to perform the available work.
- iii) Where an employee receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months from the date she or he is placed in the position.

12.10 Recall from Layoff

Full-time and regular part-time employees shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the Union, subject to the following provisions, provided that an employee recalled is qualified to perform the available work:

- (a) Full-time and regular part-time employees on layoff may notify the Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which an employee is willing to accept, and shall remain valid for six weeks. However if an employee declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the employee again during the balance of such six-week period.
- (b) For the purposes of this article, an "occasional vacancy" shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- (c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then by seniority to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to casual part-time employees. Temporary vacancies which arise in

the part-time unit shall be offered by seniority first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then by seniority to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.

- (d) An employee to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 12.06 (c). No new notice of layoff will be required and the employee will be deemed to be laid off at the conclusion of the temporary vacancy.

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

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

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

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

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

12.11 Transfer outside of the Bargaining Unit

- (a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is

seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

An employee who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months, shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The union will be provided notice prior to the commencement of the transfers mentioned above.

An employee must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 12.11 and/or 24.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 12.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

12.12 Work of the Bargaining Unit / Agency Employees

- (a) Employees who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result

in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

Employees will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. Hospitals 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 care.

Unless otherwise agreed by the Union and the Hospital, work performed by full-time employees will not be assigned to part-time employees for the purpose of eliminating full-time positions.

- (b) The Hospital shall not contract out the work of a bargaining unit employee if, as a result of such contracting out, any bargaining unit employee is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time employees in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry employees for single shift coverage of vacancies due to illness or leaves of absence.

12.13 Integrations / Rationalization

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

For the purposes of this Article, the parties agree that 'integrate', 'integration' and 'health service provider' have the same meaning as defined by the Local Health System Integration Act. Throughout this agreement, 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 Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) The Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 hospital:
 - i) In the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 12.07 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 Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization or integration, no employee who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital 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 Hospital'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 maintained;

- iii) Employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital 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 Hospital;
 - v) An employee who has been transferred to the Hospital and who has not completed her or his probationary period at the service provider where she or he was formerly employed shall receive credit for her or his 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 Hospital;
- (g) If an integration or rationalization is anticipated to result in the creation of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:
- i) Notice of positions at the other service provider shall be posted at the hospital for a period of seven (7) consecutive calendar days. Employees in this bargaining unit and employees in other ONA bargaining units at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein.
 - ii) Employees shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or

transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy, to return the employee to her or his former job, and the filling of the subsequent vacancies will likewise be reversed.

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 from time to time.

12.14

Human Resource Plans, Retirement and Separation Allowances

(a) Before issuing notice of long-term layoff pursuant to Article 12.08 (e) (ii), and following notice pursuant to Article 12.08 (e) (i), the Hospital will make offers of retirement allowance in accordance with the following conditions:

- i) The Hospital will first make offers in order of seniority within the classification where layoffs would otherwise occur.
- ii) The Hospital will make offers to employees eligible for retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
- iii) The number of retirements the Hospital approves will not exceed the number of employees who would otherwise be laid off.

An employee who elects a retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) week's salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

For a regular part-time employee, the retirement allowance will be based on the employee's normal weekly hours. The normal weekly hours shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

(b) Where an employee has received individual notice of long-term layoff under Article 12.08 such employee may resign and receive a separation allowance as follows:

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

Note: 12.14 (a) and (b) shall not come into force until April 1, 2023

12.15 Labour Adjustment Service Provider

The Hospital and the Union will utilize the services of such labour adjustment service provider as the parties may agree upon for purposes of counselling, adjustment, training and development services.

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

12.16 Information Reported to the Union

- (a) A copy of all job postings will be provided to the local Union at the time of posting.
- (b) The employer shall provide the union each month a copy of:
 - i) A list of vacancies filled in the preceding month under Articles 12.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union.
 - ii) A list of newly created positions and vacated positions during the previous month.
 - iii) A copy of the vacancy list for ONA positions on or about the first day of the month; and

- iv) The Hospital will provide the Union with a list of unfilled previously posted vacancies on a monthly basis in an electronic format. The Union will also be advised of any posted positions that have been rescinded by the Hospital in the preceding month.
- (c) A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month as per 12.07 (d), including the names of the employees selected and the anticipated duration of the vacancy, will be provided to the Union.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Clinical Team Manager, Supervisor or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02 (a) Leave for Union Business

The Hospital agrees to grant leaves of absence, with pay, to employees selected by the Union to attend to Union business including but not limited to conferences, conventions and Provincial Committee meetings.

Leave of absence for Union business shall be given to an aggregate total of fifty (50) days during each year of this Agreement provided adequate notice is given the Employer and such leave of absence does not interfere with the continuance of efficient operations in the Hospital. Such leave shall not be arbitrarily withheld.

(b) Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to employees elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted six (6) days per year to fulfill the duties of the position.

These days will not be counted in the Union Leave days referred to in 13.02 (a).

This provision will apply to only one Co-coordinator position.

- (c) During the above noted leaves of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the Local Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time employee, including the cost of benefits or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee except for Provincial Committee meetings which will be reimbursed by the Union. The Hospital 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.

(d) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Hospital, 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 12.04, 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 Hospital 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.

13.03 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 Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits or percentage in lieu of benefits.

13.04 Leave, President, ONA

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 12.04, 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 Hospital and the Union agrees to reimburse the Hospital 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 Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.

Notwithstanding the above, the Hospital and the Union may make alternate arrangements in respect to salary and benefit continuation.

13.05 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral, or a memorial service (or equivalent) of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, grandchild, legal guardian and step-parent. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where an employee does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.

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

13.06 Jury & Witness Duty

- (a) If a full-time or part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at a hospital, or is required to attend a coroner's inquest in connection with a case arising from the employee's duties at a hospital, or is required by subpoena to appear as a witness

before their Regulatory College, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:

- i) Notifies the Hospital immediately on the employee's notification that she or he will be required to attend court;
- ii) Presents proof of service requiring the employee's attendance;
- iii) Deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time employee or regular part-time employee is selected for jury duty, she or he shall be paid for all hours scheduled and not be expected to attend at work. If there are no scheduled hours of work, regular part-time employees will be paid based on the average number of hours worked in the previous thirteen (13) pay periods prior to the first day of jury duty. Upon completion of the process the employee shall be returned to that point on her or his former schedule that is considered appropriate by the Hospital.

- (b) Where the Hospital requires an employee to attend any meetings in preparation for a case or legal proceedings which either arises from an employee's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings at the Hospital during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of 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.

13.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision, which may be up to seventeen (17) weeks.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

An employee who has given notice to begin a pregnancy/maternity leave may change the start date to an earlier date provided that written notice is given at least two (2) weeks prior to the new, earlier date. Alternatively, an employee who would like to change the start date of her pregnancy/maternity leave to a later date than she originally communicated can do so provided that written notice is given at least two (2) weeks prior to the date the leave was originally scheduled to begin. A change to the originally communicated leave start date should not exceed the leave entitlement provided under the ESA. In addition to providing new written notice, the Hospital strongly encourages employees to clearly state the number of weeks that she plans to take within the new written notice.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

An employee may adjust the date of return to an earlier or later date than she was scheduled provided that it does not exceed the leave entitlement under the ESA and that written notice is provided to the employee's immediate supervisor at least four (4) weeks prior to the new, earlier date or if later, the date the employee was originally going to return.

- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

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

- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

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 of the pregnancy leave in addition to pension contributions if applicable.

13.08 Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. Otherwise, an employee who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late

receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) 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) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three (93%) percent of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

Employees that incur the waiting period immediately prior to the parental leave (e.g. in cases of adoption or when the parental leave

is the only leave taken) may be eligible for an additional one (1) week of top-up under the Hospital's Supplemental Unemployment Benefit Plan. To qualify for SUB, an employee must provide the Payroll Office with an EI benefits statement as proof that he or she is in receipt of Employment Insurance benefits. Subsequent to receiving the EI statement, Payroll will begin the bi-weekly top-up payments in alignment with the pay schedule currently in place.

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

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 portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the *Employment Insurance Act*.

13.09 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the employee and the Hospital. In this regard, the parties will endeavour to provide flexible work schedules to accommodate the employee's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional career development may be granted on written application by the employee to the Clinical Team Manager, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time employee shall be entitled to leave of absence without pay from her or his regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which employees are enrolled to enhance their qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the

examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

The employee agrees to notify the immediate manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

- (c) Leave of absence without pay from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional career development may be granted at the discretion of the Hospital upon written application by the employee to the Clinical Team Manager, Supervisor or designate.
- (d) Regular part-time employees will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

13.10 Professional leave without pay will be granted to full-time and regular part-time employees who are elected or appointed to position in their Regulatory College to attend scheduled meetings of their Regulatory College.

Regular part-time employees who are elected or appointed to a position with their Regulatory College will be credited with seniority and service for all such hours paid as provided above.

13.11 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Clinical Team Manager or Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) One (1) employee may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- (d) Written applications will be reviewed by the Clinical Team Manager, Supervisor or designate. Leaves requested for the purpose of

pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Clinical Team Manager or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

NOTE: The parties may agree to a time frame that is different from that referenced in (a) above, in which case the provisions of this article will apply with the necessary changes.

13.12

Secondments

- (a) An employee who is seconded from the Hospital to a committee/position involving the Health Sector, the Broader Public Sector, or the Ministry of Health and Long Term Care (MOHLTC) shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 12.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the employee is seconded, the employee's salary and applicable benefits shall be maintained by the Hospital and the Hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the employee is seconded. The employee agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.
- (b) The Hospital shall seek the Union's agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

An employee who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment.

Notwithstanding Article 12.12, the parties also agree that a hospital may allow an employee from another Employer to be seconded to the hospital for a period not greater than one (1) year. It is understood that this employee remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded employee is not covered by an ONA collective agreement, the Hospital will ensure that the Union receives the equivalent of the dues remittance for all such workers.

- 13.13 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

13.14 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.

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

ARTICLE 14 – SICK LEAVE AND LONG-TERM DISABILITY

(Articles 14.01 to 14.08 apply to full-time employees only)

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium

through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 14.02 When an employee has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 17.05 if she or he otherwise qualifies.
- 14.03 Any dispute which may arise concerning a Registered Respiratory Therapist, Respiratory Technician or Anesthesia Assistant'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. If a claim for long-term disability is denied, the employee must fully comply with the carrier's medical appeals process, if available to the Registered Respiratory Therapist, Respiratory Technician or Anesthesia Assistant, prior to referring a grievance to arbitration, provided that the process is completed within ninety (90) days of its inception, unless that time is extended by mutual agreement of the Hospital and the Union. Following the exhaustion of the 90 days or the completion of the process, whichever comes first such grievance shall be referred to arbitration within thirty-six (36) calendar days.
- 14.04 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).
- 14.05 For employees whose regular hours of work are other than the standard work day, 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 with the necessary changes.
- 14.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 14.07 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete tour or more may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term sick 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 Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

14.08 Employees returning to work from an illness or injury compensable from the Workplace Safety and Insurance Board will be assigned light work as necessary, if available.

14.09 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from an employee's practitioner and/or midwife in the context of the employee's pregnancy.

14.10 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the Employment Standards Act, 2000 and leaves under Article 13 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Employees may request Union representation at all formal steps of the Attendance Management Program. The Employer will inform the employee and the Union at least seven (7) calendar days in advance of the date, time, and location of the meeting. Employees will be paid for any and all required meetings related to the Attendance Management Program.

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

14.11 When an employee's sick leave is interrupted due to a death in the immediate family (as per 13.05), bereavement pay will be provided to replace sick pay.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

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

Subject to Article 15.02 below:

- (a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 16.
- (b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
- (c) The regular daily tours of duty of a full-time employee shall average five (5) days per week over the schedule determined by the Hospital.
- (d) Where an employee notifies her or his supervisor that she or he has been or will be unable to take the normal meal break due to the requirement of providing patient care, such employee shall be paid time and one half (1½) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.
- (e) The Hospital shall not enter into any agreement with employees under Section 17 (2) of the Employment Standards Act, 2000 that conflicts with the collective agreement.

15.02 Extended Tours

Subject to the requirements of this paragraph the introduction and discontinuation of extended tours may be implemented where the employees on the unit have requested and will require a vote of Full Time and Part Time employees on the Unit. The implementation and the discontinuance of the extended tours will require an eighty (80) percent of the employees that vote. In the event that a vote is taken that meets the thresholds set out above, implementation or discontinuance of extended tours shall be at the discretion of the Employer. Such discretion shall be exercised in good faith and based on operational requirements.

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.

Extended tour scheduling will include the following provisions:

- (a) Employees will be scheduled every other weekend off. If the employee is required to work on a second consecutive and subsequent weekend the employee will receive premium pay as per the Collective Agreement for all hours worked on the weekend and subsequent weekends until a full weekend is scheduled off, except where:
 - i) Such weekend has been worked by the employee to satisfy specific days off requested by the employee; or
 - ii) The employee is working the weekend as a result of an exchange of shifts with another employee; or
 - iii) The employee has requested weekend work.
- (b) Employees will not be scheduled more than four (4) consecutive extended tours;
- (c) There will be a minimum of twelve (12) hours off between scheduled extended tours and a minimum of forty- eight (48) hours off after a period of night shifts unless otherwise agreed by the employee and the Employer.

Extended tour scheduling may be discontinued by the Hospital for reasons of:

- (i) Adverse effects on patient care; or
- (ii) Inability to provide a workable staffing schedule
- (iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

Discontinuation of Extended Tours

Extended Tours shall be discontinued in any unit when eighty percent (80%) of the full-time and part-time employees affected by the self-scheduling arrangement so indicate by secret ballot, conducted by the Union and the Employer.

15.03 Scheduling of Meal Periods and Relief Periods

Regular tours (7.5 hours):

The first thirty (30) minutes of break time shall be considered the paid relief period and the second thirty (30) minutes will be considered an unpaid meal period.

Extended tours (11.25 hours):

The first forty-five (45) minutes of break time shall be considered paid relief period and the second forty-five (45) minutes of break time will be considered an unpaid meal period.

15.04 Scheduling Regulations (Applicable to 7.5 Hour Tours Only)

- (a) The Employer shall provide two (2) weekends off in four (4) but shall endeavour to provide one weekend off in two.
- (b) A break of at least sixteen hours duration shall be scheduled when shift rotations are changed and a break of at least forty-eight hours duration shall be scheduled when the rotation is from the night shift, unless as may be otherwise agreed between the employee and the Employer.
- (c) The Employer shall endeavour to post schedules fifty-six (56) days in advance and shall post them no later than twenty-eight (28) days in advance.
- (d) Employees shall not be scheduled to work split shifts.
- (e) An employee shall be scheduled off for at least four (4) calendar days in any two week period and in scheduling these days, an employee shall be scheduled off at least once for a period of two (2) consecutive calendar days.
- (f) Employees shall not be scheduled to work more than seven (7) consecutive calendar days in a row.
- (g) A weekend consists of fifty-six hours away from work during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- (h) An employee shall not be required to change shift rotations more than once in a work week.
- (i) An employee may, by mutual agreement of the employee and the Employer, work either permanent evenings, permanent nights, days and evenings, days and nights, evenings and nights. Any such request shall be made to the immediate supervisor or designate, who shall approve or deny the request in writing as soon as possible but

no less than twenty-one (21) calendar days of receipt of the request. If approved, the employee will be transitioned into the permanent shift arrangement at the start of the next posted schedule. Such request will not be unreasonably denied. Either the Employee or the Employer may discontinue the permanent shift arrangement. The employee will receive sixty (60) days' notice that the permanent shift arrangement will be discontinued.

- (j) The Employer shall ensure that employees not be required to work more than two (2) shift rotations, that is, any two (2) but not three (3) of days, evenings and nights. Where an employee does not usually work the day shift, the Employer may require the employee to rotate to the day tour for a maximum of two work weeks per annum for the purpose of providing training and development or for scheduling a group function. In scheduling this period, six (6) weeks' notice shall be provided to the employee. If the Employer is required to change the mix of shift rotations on a unit, it shall be done a seniority basis.
- (k) Where operationally feasible, an employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night shift without the employee's written consent or request, and shall not be scheduled to work more than two consecutive weeks on either evening shift or night shift without being scheduled for an equal period on day shift. Scheduled time off shall not be considered part of any shift.
- (l) The Employer shall endeavour to schedule an employee off on a paid holiday falling on a Monday or Friday if the paid holiday is adjacent to a scheduled weekend off. Employees scheduled on the weekend adjacent to a paid holiday shall be scheduled to work the paid holiday, unless mutually agreed otherwise.
- (m) The above regulations may be waived provided that the employee and the Employer mutually agree in writing to the change. An electronic copy of the agreement will be forwarded to the Union.

15.05 Current Scheduling

The following describes the scheduling practices at the time of the execution of the agreement. Scheduling changes may be made in accordance with the provisions of the collective agreement:

- a) Anesthesia Assistants – Regular Tours (7.5 Hours)
- b) Respiratory Therapist – Blended Schedule (Regular Tours [7.5 Hours] and Extended Tour [11.25 Hours])
- c) Respiratory Technician - Regular Tours (7.5 Hours)

- d) Respiratory Therapist (Pulmonary) – Staff Mix of Extended Tours (11.25 Hours) or Regular Tours (7.5 Hours)

15.06 Violation of Scheduling Regulations

An employee shall receive premium pay for all violations of the scheduling regulations unless the employee requested the change in work schedule or agreed to an exchange of shifts with another employee.

It is agreed that an employee's availability for additional tours and or overtime does not waive the employee's right to premium payment provided for under this Collective Agreement.

15.07 Overtime Seniority

Where overtime shifts are required they shall be offered in order of seniority to employees who have made themselves available, in the following order:

1. Full-time employees from that unit;
2. Regular Part-time employees from that unit;
3. Casual employees from that unit.

If requested by the employee, the Employer shall allow the practice of time off in lieu of overtime payment. Unless mutually agreed to do otherwise, such hours will be taken within ninety (90) days of occurrence or during booked unit closures.

15.08 The Employer will endeavour to accommodate employees taking courses by assisting with scheduling changes wherever possible.

15.09 Scheduling of Regular Part-time and Casual Staff

- a) Regular part-time employees in a unit shall be scheduled in order of seniority up to their commitment within each pay period before any casual employees are utilized. The Employer shall provide the Union with the commitment for each regular part-time employee and advise the Union of any changes thereafter.
- b) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled.
- c) Before the schedule is posted, and once regular part-time employees on the unit have been given the opportunity to work up to their commitment, any unscheduled shifts remaining shall be offered on a rotating basis in order of seniority to the regular part-time employees on the unit and then to casual employees on the unit on a rotating basis in order of seniority. Based on availability provided to the manager. The rotation will be reset at the commencement of each

new pay period. The Employer may refuse to offer a shift in instances where such an offer would provide the employee with overtime.

- d) Shifts or partial shifts that become available for any reason after the schedule has been posted will first be offered on a rotating basis in order of seniority to regular part-time employees on the unit based on availability provided to the manager. The rotation will be reset at the commencement of each new pay period. The Employer may refuse to offer a shift in instances where such an offer would provide the employee with overtime.

Where no regular part-time employee is available to perform the available work, the tour will be offered to casual part-time employees based on availability.

- e) Employees who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Employer.
- f) A shift shall be deemed to be offered whenever a communication is forwarded;
- g) The Employer shall not be required to offer shifts that would result in overtime premium pay, nor may an employee accept to work such shifts without first advising her immediate supervisor or designate that the shift, if worked, would result in overtime premium pay;
- h) Once a regular part-time or a casual part-time employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made.

- 15.10 A request to exchange shifts must be submitted in writing to the Clinical Team Manager or designate by the employees concerned at least twenty-four (24) hours prior to beginning of the shift. If a shift exchange is required with less than twenty-four (24) hour notice the employees concerned must confirm the exchange with the Clinical Team Manager or designate.

Once a shift exchange has been approved by the Clinical Team Manager or designate, the employees involved in the exchange will not have any further responsibility for the originally scheduled shift.

No premium as they relate to scheduling regulations will be paid as a result of the exchange of shifts.

15.11 Innovative Unit Scheduling

Innovative schedules other than those currently provided for in the Collective Agreement will not be implemented on any unit prior to discussion with and the written agreement of the Union. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling

will be agreed upon on writing.

Introduction of Innovative Work Schedules

Where business conditions permit, and with the express approval of the unit manager, innovative work schedules may be introduced by

- (a) posting new vacant positions with the proposed new hours of work,
- (b) scheduling a majority vote within the applicable unit or work group, excepting that employees who do not wish to work the agreed to schedule may continue to work a normal work tour if they so wish. As a latter leave the unit through normal attrition, new vacancies may be posted at whatever the length of tours that meets the needs of the unit.

In the case of an employee applying for a posted vacancy or exercising her displacement rights in a layoff, the employee must accept the work schedule of the posted position or displaced employee.

Discontinuation of Innovative Work Schedules

Innovative work schedules shall be discontinued in any unit when eighty percent (80%) of the full-time and part-time employees affected by the self-scheduling arrangement so indicate by secret ballot, conducted by the Union and the Employer.

15.12 Unit Weekend Worker

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

The Employer will notify the Union of all weekend worker positions. The introduction of any new weekend worker position shall require written agreement between the Employer and the Union.

A unit weekend schedule is defined as a schedule in which a full-time weekend worker 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 Hospital and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

- (a) Weekend and shift premiums shall not be paid;

(b) Vacation Bank

Vacation entitlement is determined by Article 18.01. For the purposes of Article 18.01 (g), hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Mechanism for the vacation bank is determined by current practices.

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 18.01.

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.

(c) Paid Holiday Bank

Employees qualify in accordance with the collective agreement. The paid holidays are identified in 17.01.

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

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).

If an employee works on a paid holiday as defined by the parties, 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. Article 16.04 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

(d) Sick Leave

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

The employee is eligible for long-term disability benefits as described in Article 14. 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 Hospital 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.

The employee may utilize her or his sick leave bank available under Article 14.03 for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 12.03.

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 23.04 will apply in these circumstances.

The provision of medical certificates shall be subject to Article 14.10.

(e) Leaves of Absence

Article 13 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.

(f) Tour Exchange

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

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

(g) Overtime

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

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

Payment for overtime is as in Article 16.01 (a).

(h) Scheduling Provisions

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

(i) Christmas Period

The provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour employee will continue to work weekends during this period.

Either the Employer or the Union may discontinue this agreement. The parties will meet to discuss the discontinuance prior to giving sixty (60) days notice of such discontinuation. It is understood and agreed that such discontinuance shall not be done in an unreasonable or arbitrary manner.

15.13 Individual Special Circumstance Arrangements

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

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Hospital and the Union. The employee will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by an employee and/or the Hospital under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental benefits.

(NOTE: If the above proposal is satisfactory to HOOPP and Revenue Canada)

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

15.14 Self-scheduling

Self-scheduling is practiced in the Hospital and it is understood that the scheduling regulations of the Collective Agreement shall apply. Self-scheduling is viewed by the Employer and Union as scheduling by employees in order to promote more flexible schedules that meet the needs of the employees and patient care needs of the unit. Self-scheduling shall not result in additional cost to the Employer.

Introduction and Implementation of Self-Scheduling

- (a) The Employer and Union will consider requests for self-scheduling on a six (6) month trial basis in that unit. Should the Hospital and the employees agree to implement self-scheduling on a particular unit, they shall do so according to the following criteria:

Prior to instituting self-scheduling in a unit, there will be a written request from the Employees in that unit provided to the Union and the Employer, with signatures of at least sixty (60%) percent of the employees in that unit requesting self-scheduling.

1. The Clinical Team Manager and the Unit's Scheduling Committee will collaboratively develop the self-scheduling guidelines that are consistent with the self-scheduling provisions in the Collective Agreement and will provide the guidelines to the Union and the Hospital Scheduling Committee for review prior to any implementation of self-scheduling in a unit.
2. The guidelines will be posted for four (4) weeks prior to a vote by full-time and part-time employees for self-scheduling in a unit.
3. Secret ballot vote will be conducted for a six (6) month trial period by the Union and Employer whereby eighty percent (80%) of the full-time and part-time employees in the unit indicate their willingness to work within the self-scheduling guidelines.
4. Following the six (6) month trial period, a secret ballot vote will be conducted by the Union and the Employer and whereby eighty percent (80%) of full-time and part-time employees affected by the self-scheduling arrangement indicate a desire to continue with self-scheduling, self-scheduling will be adopted on a permanent basis.
5. Employees participating in self-scheduling shall be responsible for scheduling all hours. Full time employees will be required to

work nineteen hundred and fifty (1950) hours per year, which includes paid holidays and lieu days.

6. Each prepared schedule shall be submitted to the Clinical Team Manager for review and approval to ensure that appropriate coverage is maintained. All changes will be made prior to posting as necessary to ensure all the guidelines and scheduling provisions have been followed. The Clinical Team Manager's approval is required for each prepared schedule.
7. All self-scheduling guidelines, shall comply with scheduling provisions in the Collective Agreements in all respects.
8. Self-scheduling guidelines will be reviewed by the Clinical Team Manager, Unit's Scheduling Committee, the Union and staff on an annual basis.
9. Each unit will provide the Bargaining Unit President with a copy of all self-scheduling guidelines by January 31st of each year and any new or revised guidelines following January 31st of each year.

(b) Discontinuation of Self-scheduling

1. The Hospital and the Union shall have the option of discontinuing the Self-scheduling in any Unit after providing the other party with in ninety (90) days' written notice. The parties will meet within thirty (30) days of such notice to discuss the reasons for such discontinuation.
2. Self-scheduling shall be discontinued in any unit when eighty percent (80%) of the full-time and part-time employees affected by the self-scheduling arrangement so indicate by secret ballot, conducted by the Union and the Employer.

15.15 Christmas/New Year's Scheduling

An employee will be scheduled off for not less than four (4) consecutive days at either Christmas or New Year's if she so desires, except in those areas where the major work is done Monday to Friday. In those areas, if mutually agreeable, Christmas and New Year's time may be scheduled for less than four (4) consecutive days. Time off at Christmas shall include all shifts on Christmas Eve, all shifts on Christmas Day, all shifts Boxing Day, and time off at New Year's shall include all shifts on New Year's Eve and all shifts on New Year's Day, provided the other regulations in this Article will

be waived by the Employer, if necessary, during the Christmas period - December 15 to January 10, inclusive.

The Hospital shall post a request list for days off covered by this article, no later than September 15th of each year. Employees are to submit their requests for days off in writing to their immediate supervisor or designate by October 15th for the period of December 15th to January 10th. Christmas and New Year's schedule shall be posted by November 5th of each year.

Where operationally feasible, the Employer will endeavour to accommodate Christmas/New Year's scheduling preferences on the applicable unit in order of seniority. For clarity, the approval of Christmas/New Year scheduling requests will be on the basis of two distinct seniority lists: one for full-time employees, and one for part-time employees. No employee shall be required to work more than three (3) consecutive years of Christmas or New Year's shifts, if it is not her preference.

Where operationally feasible, the Employer will endeavour to provide both Christmas and New Year off; this shall be awarded in order of seniority on the unit.

15.16 Single or Partial Shift Reassignment

When it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the employee is qualified to perform the required work at the novice level.

In the event that there are no volunteers, employees will be reassigned in the following order.

1. Agency employees
2. Casual employees by order of reverse seniority
3. Part-time employees by order of reverse seniority
4. Full-time employees by order of reverse seniority

It is understood that the above order may be altered based on a reasonable and non-arbitrary evaluation of the qualifications required, skill mix required, clinical needs, patient acuity and the staffing complement on the sending and receiving units. It is further understood that employees who are reassigned will be assigned to work along with an employee from the receiving unit who will familiarize and support the reassigned employee. The reassigned employee will identify, to the employee mentioned above, her skills and abilities in relation to duties required on the receiving unit. The above will be taken into consideration when the employee's assignment is made.

It is understood that employees will not be reassigned during their scheduled standby assignment.

It is understood that employees will not be reassigned during their probationary period to units other than their assigned units.

15.17

Master Rotations

- (a) The Bargaining Unit President and the Hospital Scheduling Committee will be provided with a copy of all current master rotations no later than March 31st in each year.
- (b) The Hospital will provide no less than sixty (60) days' notice to the Bargaining Unit President and affected employees regarding amendments to the current master schedule prior to the amended master rotation schedule being posted.
- (c) Where a master rotation schedule is required to change as a result of a permanent long-term layoff, or the addition of new positions, the employees on the affected unit will be provided with 60 (sixty) days' notice that their master rotation may be amended. Where the staffing changes do not result in a need to change the master rotation schedule, it will not be changed.
- (d) Individual lines on a master rotation shall not be changed without sixty (60) days' notice being provided to the affected employees and the Union.
- (e) Where a unit has a master rotation and a line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills of registered employees, the transfer may be granted to an employee by seniority on the affected unit prior to filling the vacancy.
- (f) Units without master rotation schedules that wish to formulate and implement master schedules, and when 80% of the employees on the unit voted to do so, will select two (2) employees from their unit to sit on a Committee with a member of the Bargaining Unit Leadership and an equal number of Hospital Representatives to develop a master rotation schedule to meet the needs of that particular unit, subject to all posting and scheduling requirements of the Collective Agreement.

15.18

Ten (10) Hour Extended Tours

The introduction of extended ten (10) tours will be implemented where the employees on the unit have requested and will require a vote of full time and part time employees on the unit. The implementation and the discontinuance of the extended tours will require eighty (80) percent of the employees that vote.

- (a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime.
- (b) Employees shall be entitled to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.

For the purposes of payment as referred to in Article 15.01 (d), the meal period on the night tour shall be scheduled during the first five (5) hours of the tour.

- (c) The normal daily tours are:

DAYS 0800 - 1800 hours

- (d) Employees working ten (10) hour tours will receive every second weekend off. Should the employee work the second weekend, she will be paid in accordance with Article 16.03 for the second and all subsequent consecutive weekends worked until a weekend off is scheduled except where:

Such weekend has been worked by an employee to satisfy specific days off requested by such employee, or

Such employee has requested weekend work, or

Such weekend worked is the result of an exchange of tours with another employee.

It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided for the employer.

- (e) Employees shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a employee work more than four (4) consecutive tours, she shall be paid in accordance with Article 16.03 for all hours worked on the fifth and all subsequent tours until a day off is scheduled.
- (f) At least 14.625 hours time off will be scheduled between tours.
- (g)
 - i) All provisions contained in the Central Hospital Collective Agreement pertaining to extended tours will apply to employees working ten (10) hour tours.
 - ii) All provisions contained in this Appendix 5 of Local Issues will apply to employees working ten (10) hour tours unless

expressly amended above.

Discontinuance of Ten (10) hour work schedules

Ten (10) hour work schedules shall be discontinued in any unit when eighty percent (80%) of the full-time and part-time employees affected by the self-scheduling arrangement so indicate by secret ballot, conducted by the Union and the Employer.

15.19 2Day 2Night Rotation

Where the Hospital and the Union agree to implement the 2Day 2Night Rotation, it may only be introduced on a unit where extended tours already exist, when eighty (80) percent of the employees (full-time and part-time) on the unit have voted in favour of the new schedule by secret ballot, and where agreement on scheduling has been reached between the Hospital and Union with respect to employees who wish to remain on extended tours.

Employees who wish to remain on extended tours and not move to the 2Day 2 Night rotation must provide written requests to the Clinical Team Manager.

The 2Day 2Night rotation will be provided to the Scheduling Committee and Union for review and approval prior to any implementation of 2Day 2Night schedule.

The Hospital will provide space for the Union to conduct the vote and will ensure that a Union representative is present for the vote.

All full-time employees including employees working the 2 Day 2 Night rotation will be scheduled full-time hours of one thousand nine hundred and fifty (1950) hours per year. The master rotation for all employees in the Unit will be finalized and posted prior to the vote for any new rotations.

The scheduling provisions for extended tours will apply except for weekends off.

Each full-time employee on the 2Day 2Night rotation in conjunction with the Clinical Team Manager or designate will determine the number of additional shifts required to be scheduled to ensure that the Employee is scheduled one thousand nine hundred and fifty (1950) hours in the calendar year. The number of additional shifts required to be scheduled in the calendar year should be determined by April 1st of each year.

The additional shifts required for the full-time employees on the 2Day 2Night schedule shall be scheduled throughout the year, with a minimum of one shift scheduled every eighteen (18) weeks as required, to maintain the full time hours for the employees.

The scheduling provisions will be as follows:

- (a) Employees will not be required to work more than four (4) shifts in a row. Employees will be entitled to premium pay at the rate of time and one-half for working on the fifth (5th) consecutive and subsequent day until a day off is scheduled. However, the premium shall not apply where an employee has specifically requested to be scheduled on the fifth (5th) consecutive and subsequent day.
- (b) Employees will not be scheduled to work more than three consecutive weekends. An employee who works a fourth consecutive weekend or portion of a fourth consecutive weekend will be paid as per the provisions of Article 16 for all hours worked on the fourth weekend and any subsequent weekend until a weekend off is scheduled.
- (c) Employees will be granted either Christmas or New Years off as per the Collective Agreement.
- (d) Statutory Holidays will be incorporated into the rotation.
- (e) Additional shifts that need to be scheduled will not be scheduled in conjunction with the scheduled four (4) shifts, unless requested by the employee, in which case (a) above shall not apply, but will be scheduled on the employees' days off.

The 2Day 2Night Schedule will be discontinued in a unit if eighty (80%) percent of full-time and part-time employees working the 2Day 2Night Schedule vote to do so.

The Hospital or the Union may rescind the agreement made in paragraph 1, on ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation of the schedule.

Discontinuation of 2D2N Work Schedules

2D2N schedules shall be discontinued in any unit when eighty percent (80%) of the full-time and part-time employees affected by the self-scheduling arrangement so indicate by secret ballot, conducted by the Union and the Employer.

15.20 Standby (On-Call)

- (a) On any unit utilizing standby, the Employer agrees that standby will be assigned on an equitable basis among the qualified employees who normally perform the work. Standby assignments shall be posted at the same time as the employees' regular schedule. Employees shall be permitted to exchange their standby assignments, upon management approval.

The standby employee will normally be utilized to cover unscheduled procedures during the unit's off hours.

For units that operate 24 hours a day and seven days a week, a full-time employee will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the employee and the Employer. It is understood that employees will not be required to assume standby duty on the weekend prior to or following a week of vacation or any week where the employee is not scheduled.

- (b) Where there is less than twelve (12) hours of time off between the time when an employee completes an on call shift and the time when the employee returns for their next regularly scheduled shift, the Employer will provide up to two and one-half hours (2.5 hours) of straight time paid leave for that next shift.
- (c) An employee will be relieved after sixteen (16) consecutive hours of work. An employee who is not relieved after sixteen (16) consecutive hours shall be paid at the rate of time and one-half (1 1/2) for their next shift worked and any other premium pay entitlement provided for in the Collective Agreement.
- (d) An employee assigned to standby shall not be assigned to take call for more than four (4) consecutive shifts, unless mutually agreed. The employee will not be scheduled for standby on consecutive weekends.
- (e) The Hospital will notify the Bargaining Unit President or designate with no less than forty-five (45) days notice prior to initiating ongoing standby assignments on any unit.

ARTICLE 16 – PREMIUM PAYMENT

- 16.01 (a) (Article 16.01 (a) applies to full-time employees only)

If an employee is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein. For purpose of clarity, an employee

who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half ($1\frac{1}{2}$) times her or his regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times her or his straight time hourly rate.

(b) (Article 16.01 (b) applies to part-time employees only.)

If a part-time employee is authorized to work in excess of the hours referred to in Article 15.01 (a), she or he shall receive overtime premium of one and one-half ($1\frac{1}{2}$) times her or his regular straight time hourly rate. A part-time employee (including casual employees but not including part-time employees who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half ($1\frac{1}{2}$) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time employee who is filling a temporary full-time vacancy shall receive time and one-half ($1\frac{1}{2}$) her or his regular straight time hourly rate for all hours worked in excess of an average of $37\frac{1}{2}$ hours per week over the full-time. Such averaging will commence at the conclusion of the two week period following the employee's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the employee's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein

- 16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.
- 16.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's regular straight time hourly rate or as otherwise provided.
- 16.04 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time hourly rate as a result of 16.03 above and the employee is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly

scheduled tour for such employee) such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where an employee is called back from standby and works in excess of the hours of a normal shift on her or his unit, such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

Note: 16.04 shall not come into force until April 1, 2023

16.05 An employee who reports for work as scheduled, unless otherwise notified by the Hospital, 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 Hospital which she or he is capable of doing, if her or his regular duties are not available.

16.06 Where a full-time or regular part-time employee has completed her or his regularly scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive two times (2x) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at two times (2x) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the employee will receive two times (2x) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

Note: 16.06 shall not come into force until April 1, 2023

16.07 An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of Provisions, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work under Article 16.06 above and works during the period of standby.

As of April 1, 2023, an employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of Provisions, the employee shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the employee is called in to work under Article 16.06 above and works during the period of standby.

Employees will only receive Standby premium rate pay for addressing concerns remotely, unless the period it takes to address a concern is greater than 30 minutes. Employees are required to log both the nature of the issue and the length of time taken to resolve the issue for concerns that take more than 30 minutes to address. The logged information must be provided to the employee's immediate supervisor, so that overtime can be approved in accordance with the Collective Agreement.

16.08 The regular straight time hourly rate for a full-time or part-time employee will be the hourly rate in the wage schedule set forth in Article 24.01 (a).

16.09 Where an employee has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half [$1\frac{1}{2}$] then time off shall be at time and one-half [$1\frac{1}{2}$]). Where a full-time employee chooses equivalent time off such time off must be taken at a mutually agreeable time between the employee and the Employer.

16.10 As of January 28, 2020, an employee shall be paid a shift premium of one dollar and ninety cents (\$1.90) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty (\$2.20) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the employee's straight time hourly rate.

As of April 1, 2021, an employee shall be paid a shift premium of two dollars (\$2.00) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and forty cents (\$2.40) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the employee's straight time hourly rate.

For purposes of this provision, the night shift shall be from 2300 to 0700 and the evening shift shall be from 1500 to 2300.

16.11 Ambulance Escort

Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) i) Where a full-time employee performs such duties during her or his regular shift, the full-time employee shall be paid her or his regular rate of pay. Where a full-time employee performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.

- ii) Where a part-time employee performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. Where a part-time employee continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.
- (b) Where such duties extend beyond the employee's regular shift, the Hospital will not require the employee to return to regular duties at the hospital without at least eight (8) hours of time off. Where such time off extends into the employee's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- (c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the hospital or to such other location agreed upon between the Hospital and the employee will be paid at straight time or at appropriate overtime rates, if applicable under Article 16.01. It is understood that the employee shall return to the hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish with the employee arrangements for return travel.
- (d) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

16.12 (a) (Article 16.12 (a) applies to full-time employees only)

The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours' notice is given personally to the employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.

Where less than forty-eight (48) hours' notice is given personally to the employee for the cancellation of a shift that was added to her or his schedule, time and one half (1½) the employee's straight time hourly rate will be paid on the employee's next shift worked.

Where an employee is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.

(b) (Article 16.12 (b) applies to part-time employees only)

i) The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time employee.

ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.

Where less than twenty-four (24) hours' notice is given personally to the employee for the cancellation of a shift that was added to her or his schedule, time and one half (1½) the employee's straight time hourly rate will be paid on the employee's next shift worked.

Such changes shall not be considered a lay off.

iii) Where an employee is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts shall equal the number of such separate occasions.

Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times her or his straight time hourly rate for all hours worked on that tour.

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

v) Casual part-time employees whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours' notice then paragraph (b) – shall apply to casual part-time employees.

- (c) Where a hospital is encountering problems around the provision of personal notice to employees, the parties will endeavour to resolve these concerns at the Hospital-Union Committee.

Note: Highlighted paragraphs are effective upon ratification. Non-highlighted paragraphs are effective April 1, 2023.

- 16.13 An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.
- 16.14 As of January 28, 2020, an employee shall be paid a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.03, pursuant to consecutive weekends worked, the employee will not receive weekend premium under this provision.
- As of April 1, 2021, an employee shall be paid a weekend premium of two dollars and fifty-five cents (\$2.55) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.03, pursuant to consecutive weekends worked, the employee will not receive weekend premium under this provision.
- 16.15 Hours of work as per this agreement average out over a six (6), nine (9) and twelve (12) week schedule and will not result in a payment of overtime premiums.

ARTICLE 17 – PAID HOLIDAYS

- 17.01 The Employer agrees to recognize the following paid holidays:

New Year's Day (January 1st)	Civic Holiday (1st Monday in August)
Family Day (3rd Monday in February)	Labour Day (1st Monday in September)
Good Friday	Thanksgiving Day (2nd Monday in October)
Easter Monday	Christmas Day
Victoria Day	Boxing Day (December 26th)
Canada Day (July 1st)	Float Day (1)

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday may

be substituted for one of the above-mentioned holidays on mutual agreement of the parties.

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

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

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she or he may otherwise have been entitled unless she or he was scheduled to work that day. An employee receiving WSIB benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

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

17.04 Subject to Article 17.02:

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

17.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, the employee will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01 (a).

The lieu day can be scheduled up to ninety (90) days following the paid holiday and will be taken on a mutually agreeable time between the employee and the Employer. Lieu days will not be unreasonably denied.

An employee may accumulate a maximum of fifty-two and one half (52½) hours of lieu time at any given time. The lieu time will be taken at a time mutually agreeable between the employee and Employer. Lieu time may be requested in addition to vacation time requested. Lieu time taken as full days may be taken singularly or concurrently.

Where an employee has been unable to take her/his lieu time during the fiscal year, the lieu time will be paid out on the last pay of the fiscal year.

An employee may request the lieu time in a payment of some or the entire lieu bank. The request for payment of lieu time will be in writing to the Hospital, with at least two (2) weeks notice prior to the pay period. The requested monies will be paid to the employee within twenty-one (21) calendar days. Payment for lieu time will not attract any overtime premium.

NOTE: Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

17.06 If a regular or casual part-time employee works on any of the holidays listed in Article 17.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1½) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 16.04 regarding hours worked in addition to her or his full tour.

ARTICLE 18 – VACATIONS

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

- (a) Employees who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard workday) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (c) Employees who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed eleven (11) or more years of fulltime continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty (20) years or more of fulltime continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year, they will receive vacation pay based on a percentage of their gross salary for work performed on the following basis:
 - 3-week entitlement – 6%
 - 4-week entitlement – 8%
 - 5-week entitlement – 10%
 - 6-week entitlement – 12%
 - 7-week entitlement – 14%

NOTE: Employees who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

For the purpose of implementation, all members who currently enjoy a greater vacation benefit than that stated above shall be red circled until the vacation level catches up. (Gwenn Rayner current has 5 weeks of vacation and less than 5 years of service)

- 18.02 An employee who leaves the employ of the Hospital 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.
- 18.03 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 Registered Respiratory Therapist, Respiratory Technician or Anesthesia Assistant employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.
- 18.04
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which is greater than three (3) days and either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave, when hospitalization is required or an order of complete bed rest is supported by an Attending Physician's Statement (APS).
 - (b) 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.
 - (c) Where an employee's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the employee shall be entitled to bereavement leave or jury and witness duty in accordance with Article 13.05 and 13.06.
 - (d) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.
- 18.05 All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year. If an employee works or receives paid leave for less than 1100 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:
- 3-week entitlement - 6%
 - 4 week entitlement - 8%
 - 5 week entitlement - 10%
 - 6 week entitlement - 12%
 - 7 week entitlement - 14%

Equivalent years of service, calculated pursuant to the formula set out in Article 18.03, shall be used to determine vacation entitlement.

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 12.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

For the purpose of implementation, all members who currently enjoy a greater vacation benefit than that stated above shall be red circled until the vacation level catches up.

18.06 A part-time employee who leaves the employ of the Hospital 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.

18.07 a) The vacation request list will be posted no later than March 1st of each year. Vacation preference will be submitted by the employee to her immediate supervisor in writing by April 1st and vacation schedules will be posted by May 1st. Where a dispute arises between employees requesting the same vacation time, and such request cannot be reasonably accommodated by the Employer, then seniority shall apply.

Employees who request vacation after April 1st shall be granted it on a first come first served basis. The immediate supervisor or designate shall reply in writing as soon as possible but no less than fourteen (14) calendar days of receipt of the request.

b) For part time staff vacation pay will be paid in every pay period.

c) Vacation quotas, if any, for full-time and part-time employees will be separate. For clarity, the approval of vacation requests will be on the basis of two distinct seniority lists: one for full-time employees, and one for part-time employees. When granting approval, the Employer will endeavour to reflect the ratio of full-time and part-time staff on a unit and the number of employees that can be approved for vacation in any given period on that unit.

18.08 A vacation request, which has been submitted by the employee and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the employee.

18.09 Requests for consideration to permit carryover of vacation entitlement from one fiscal year to another must be made in writing to the employee's immediate supervisor by the end of the fiscal year (March 31). In no case

will an employee be permitted to carry forward more than one and one-half times ($1\frac{1}{2} \times$) the number of days of vacation they are entitled to annually.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

19.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under current Sun Life Financial Group Extended Health Care and Dental Benefits Plan (contract number 102224) in effect as of April 1, 2019 summarized below subject to their respective terms and conditions including any enrolment requirements and subject to Article 19.03:

(a) Semi-Private Hospitalization Insurance

The Hospital agrees to contribute one hundred (100%) of the billed premium for semi-private hospitalization insurance for each full-time eligible employee in the employ of the Hospital.

(b) The Hospital agrees to contribute 100% of the billed monthly premiums towards coverage of eligible employees actively at work and employed by the Hospital under such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the eligible employee is entitled, however will subject to the terms, eligibility and conditions associated with each respective plan that is currently in effect.

(c) Hospitals of Ontario Voluntary Life Insurance Plan

The Hospital also agrees to make Voluntary/Optional Life and Spouse Life coverage available to eligible employees subject to the provisions, terms and eligibility under the Hospital's current insurance plan in effect at no cost to the Hospital.

(d) For purposes of health and welfare benefits under Article 19.01, dependent coverage is available to the employee, to cover their eligible spouse and their dependents, in accordance with the terms and conditions of the plans.

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

(e) Group Life Insurance

All eligible full-time employees may sign up for Group Life Insurance in accordance with the terms and conditions of the Plan, which shall provide at least coverage in the amount of double the annual salary of the employee. The Hospital agrees to pay 100% of the billed premium. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.

(f) Extended Health Care

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

Private duty nursing in the home or in the hospital to a maximum of 90 eight-hour shifts per person per benefit year.

Coverage of a dependant spouse continues as long as the employee is actively employed, no matter the age of the dependant spouse.

(g) Dental Plan

Orthodontic Procedures at 50/50 co-insurance with \$2000 maximum per insured lifetime.

(h) Pension Plan

All eligible employees may participate in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the terms and conditions of such Plans.

(i) Optional Life Insurance

The Hospital will make available an Optional Life Insurance plan to employees and their spouses, at no cost to the Hospital.

(j) Benefits Age 65 and Older

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

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

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

- (l) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan and meet the current insurance carrier eligibility criteria in effect for retiree coverage benefits, semi-private, extended health care and dental benefits, as long as the retiree pays the Employer the full amount of the monthly premium, in advance for the coverage.
- (m) The Hospital 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 Hospital's pension plan and meet the insurance carrier eligibility criteria in effect for retiree coverage benefits, semi-private, extended health care and dental benefits as long as the retiree pays the Employer the full amount of the monthly premium, in advance for the coverage.

Effective April 1, 2023 the Hospital agrees to contribute fifty percent (50%) of the billed premiums of these benefits plans and the employee agrees to pay their share of the monthly premiums, in advance.

- 19.02 For newly hired employees, coverage as set out in Article 19.01 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.
- 19.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Hospital is made aware, the Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 19.04 All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall,

as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

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

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

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

- 19.06 (a) The Hospital shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.06 inclusive and the Sick Leave/LTD Plan defined in Article 14. Upon request, the Hospital will make the Plans available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.06 inclusive and the LTD Plan defined in Article 14. The Hospital shall also provide the Union with a copy of all current information booklets provided to the employees.

- 19.07 The Hospital agrees that part-time employees (who would otherwise not be covered by the group benefit plan) may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program. The ONA sponsored benefit plan will provide the Hospital with an administrative rebate, if any.

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

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

The parties agree to give the Hospital appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Union and the part-time employees. The Hospital will

facilitate access to part-time employees by providing available benefit literature and other communications as appropriate.

ARTICLE 20 - MODIFIED WORK, RETURN TO WORK, LTD, STD

20.01 The Employer shall endeavour to notify the Bargaining Unit President within one (1) business day but no more than two (2) business days of becoming aware, the names of all employees who go off work due to a work related injury or illness or when an employee goes on Long Term Disability.

20.02 The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled Employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) Return to work issues will be discussed at the Hospital-Union Committee. The parties agree that any cancelled meeting will be rescheduled within two (2) weeks of the cancelled date.

The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.

The Hospital will provide an updated list of information to the RWC one (1) week prior to each monthly meeting including the following:

- i. Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board Benefits;
- ii. Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
- iii. Employees who require temporary or permanent accommodation in the workplace;
- iv. A list of vacancies for the purposes of the return to work committee.

The Hospital will provide the RWC members a copy of the minutes of each monthly meeting within two (2) weeks following the completion of the meeting.

- (b) It is understood that it is the obligation of a disabled Employee in receipt of Short Term or Long Term Disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as

possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

The Occupational Health Department will discuss the needs of Employees for accommodation as soon as possible with their respective manager or designate, and the Union and will advise the RWC as soon as possible when a return to their original position or unit has not occurred.

- (c) As soon as practicable the Occupational Health Department will meet with the affected Employee and their respective manager to create and recommend a return to work plan. The Union will participate and provide input to the return to work plan. The Union will be advised of the time and location of Return to Work meetings.
- (d) In creating a return to work plan, the disabled Employee's abilities and accommodation needs will be examined to determine if the Employee can return to her/his:
 - i) original position
 - ii) original unit
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement
 - iv) alternate positions outside the original unit
- (e) The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (f) The Hospital will advise the Union of offers of permanent accommodation within or outside of the bargaining unit.
- (g) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (h) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proved to be unsuccessful.

- (i) Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (j) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (k) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodations of extended duration.
- (l) The home position of an employee who needs permanent accommodation may be posted under the following circumstances:
 - (1) The employee is permanently accommodated in another position or arrangement;
 - (2) the weight of the medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future;
 - (3) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy.
 - i) In so electing, the posting will be filled in accordance with the job posting provisions of the collective agreement.
 - ii) If and when it is confirmed that the disabled employee cannot return to their original position, the position may be offered to the incumbent on a permanent basis.
 - iii) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and its potential permanency.
 - iv) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

- 20.03 The Employer agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board. With consent of the employee, the Employer agrees to provide the Union with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

ARTICLE 21 – NEEDLESTICK AND SHARPS INJURIES

- 21.01 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement, and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

ARTICLE 22 – VIOLENCE IN THE WORKPLACE

- 22.01 Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- 22.02 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- 22.03 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- 22.04 The Hospital agrees to provide training and education on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- 22.05 The Hospital, will inform the Joint Health and Safety Committee and the Union by a direct means immediately if a death or critical injury occurs.
- The Hospital will inform the Joint Health and Safety Committee and the Union in writing within three (3) days of any employee who has been injured

but not killed or critically injured as a result of or subjected to violence while performing his/her work.

- 22.06 The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- 22.07 The Employer agrees that, where there is a risk of violence, an adequate level of trained Employees must be present.

ARTICLE 23 – MISCELLANEOUS

- 23.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Hospital and the Union, as requested. The cost of printing the Collective Agreement, will be shared equally by the Hospital and the Union.
- 23.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary 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.
- 23.03 It shall be the responsibility of each employee to notify the Hospital promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Hospital of any change to her or his telephone number.
- 23.04 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.
- 23.05 Current practices relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 23.06 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a 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 Hospital 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) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that Article 23.04 applies in these circumstances. It is further 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 Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

- 23.07 The Employer will provide at least one bulletin board at each site. The space and the location of the boards is to be determined by mutual agreement.
- 23.08 The Union will be informed of the time of the Hospital orientation to be held during the probationary period. The Employer agrees to provide the Union with the names of new employees prior to this time.
- 23.09 The Union will be provided seniority lists four times per year, to include all seniority to the completion of the first pay period(s) following March 1st, June 1st, September 1st, and December 1st. Unit based seniority lists will also be

posted on each unit in accordance with these dates and these Unit based seniority lists will also be provided to the Union. Seniority lists will contain the Employee name, seniority date or hours, and patient care area. The Employer agrees to provide an up to date seniority list whenever a long term layoff is planned.

- 23.10 In the case of an error in the calculation of the employee's statement of earnings, the Employer shall deposit the outstanding earnings into the employee's bank account information on file on the next pay deposit. Upon request of the employee, the Employer will provide the employee with a makeup cheque no later than three (3) business days following, providing the makeup cheque is equivalent of one or more seven point five (7.5) hour tours.
- 23.11 Where the Employer requires employees to travel between sites, they will pay the applicable corporate mileage rate or taxi fare.
- 23.12 The Employer agrees to provide two (2) competitive bids and consult with the Union prior to the printing of the contract.
- 23.13 All ONA job postings will be copied to the Bargaining Unit President.
- 23.14 Meal vouchers will be distributed by the Clinical Team Manager or designate to eligible employees as per article 16.13.
- 23.15 Supervisory Responsibilities
- Where the Employer assigns employees supervisory responsibilities under the *Occupational Health and Safety Act* [Section 25(25) (2)(a)], the Employer will ensure that the employee has received sufficient training to ensure competency under the *Act*.
- 23.16 The employer will provide an adequate number of clean scrubs for each employee per tour. The employee shall be responsible for the return of the scrubs.

ARTICLE 24 – COMPENSATION

- 24.01 (a) The salary rates in effect during the term of the Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Employees at hospitals shall be as follows:

Classification – Anesthesia Assistant				
Step	January 20, 2020	April 1, 2020	April 1, 2021	April 1, 2022
1 Year	\$43.6303	\$44.0666	\$44.5073	\$44.9524
2 Years	\$45.8643	\$46.3229	\$46.7861	\$47.2540

3 Years	\$48.0984	\$48.5794	\$49.0652	\$49.5559
4 Years	\$50.3326	\$50.8359	\$51.3443	\$51.8577
5 Years	\$52.5666	\$53.0923	\$53.6232	\$54.1594

Classification – Registered Respiratory Therapist				
Step	January 20, 2020	April 1, 2020	April 1, 2021	April 1, 2022
1 Year	\$37.0854	\$37.4563	\$37.8309	\$38.2092
2 Years	\$38.9842	\$39.3740	\$39.7677	\$40.1654
3 Years	\$40.8834	\$41.2922	\$41.7051	\$42.1222
4 Years	\$42.7821	\$43.2099	\$43.6420	\$44.0784
5 Years	\$44.6812	\$45.1280	\$45.5793	\$46.0351

Classification – Equipment Tech, Respiratory Therapist				
Step	January 20, 2020	April 1, 2020	April 1, 2021	April 1, 2022
1 Year	\$29.6475	\$29.9440	\$30.2434	\$30.5458
2 Years	\$31.1656	\$31.4773	\$31.7921	\$32.1100
3 Years	\$32.6837	\$33.0105	\$33.3406	\$33.6740
4 Years	\$34.2018	\$34.5438	\$34.8892	\$35.2381
5 Years	\$35.7197	\$36.0769	\$36.4377	\$36.8021

(Articles 24.01 (b) and 24.01 (c) apply to part-time employees only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- 24.02 An employee is required to have a renewed Certificate of Registration on or before February 28th of each year. The Hospital will obtain evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the Regulatory College permits the employee's Certificate of Registration to remain in effect. If the employee's Certificate of Registration is suspended by the Regulatory College for non-payment of the annual fee, the employee will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the employee being placed on non-disciplinary suspension by the hospital will result in the employee being deemed to be no longer qualified and the employee shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

NOTE 1: If there is an allegation that this clause has not been interpreted in a manner consistent with the *Ontario Human Rights Code*, it may be subject of a grievance or arbitration.

- 24.03 (a) An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the employee shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the employee has been promoted) and the employee shall retain her or his service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid. An employee who is moved to a lower rated classification will be placed at the level on the grid, if any, most closely associated with his or her current rate of pay.
- (b) Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the employee shall be paid a premium of the greater of either an additional five percent (5%) of the rate of pay in his/her regular classification, or the first step of the pay band of the classification he/she is temporarily assigned

to. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

(c) Team Leader

As of April 1, 2022 whenever the employer assigns the employee additional responsibility to direct, supervise or oversee work of employees within her or his classification, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to her or his regular salary and applicable premium allowance.

24.04 Claim for related clinical experience, if any, shall be made in writing by the employee during the probationary period. Once established consistent with this provision, credit for related experience will be retroactive to the employee's date of hire. The employee shall co-operate with the Hospital by providing verification of previous experience so that her or his related clinical experience may be determined and evaluated during her or his probationary period. Having established the related clinical experience, the Hospital will credit a new employee with one (1) annual service increment for each year of experience (for part-time employees, experience will be calculated pursuant to the formula set out in Article 18.03) up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the employee has occupied a related full-time or a part-time position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. For full-time employees the Hospital shall give effect to related part-time experience, and for part-time employees the hospital shall give effect to related full-time experience.

NOTE: For greater clarity, related experience includes out of province and out of country.

24.05 (a) Each full-time employee will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

(b) Each regular part-time employee will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.03.

(c) Casual part-time employees will be placed on the salary grid in accordance with their service, such service to be calculated in

accordance with the seniority calculation set out in Article 12.03. Casual part-time employees will then advance on the grid in the same manner as regular part-time employees.

- (d) Employees who are on a leave of absence that is covered by the WSIB, LTD, or on an Employment Standards regulated protected leave will continue to earn credits towards their length of service for salary progression purposes.

- 24.06
- (a) A part-time employee whose status is altered to full-time in the same position, will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.
 - (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.

- 24.07
- When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Hospital and duties and responsibilities involved.

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

- 24.08
- All amended provisions are effective the date of the award, unless otherwise provided. Retroactivity, if any, will be paid within four full pay periods of the date of the award on the basis of hours paid. Retroactive pay will be paid on a separate cheque.

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

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

Retroactivity – All increases to be paid retroactively to date of certification to current and former employees, within four full pay periods of ratification or award. The Hospital to contact former employees, within 30 days of settlement or award to advise them of their entitlement to retroactivity.

The Board remains seized in accordance with subsection 9(2) of the HLDA, including with respect to a re-opener on compensatory proposals in the event that ONA is successful in having Bill 124 declared unconstitutional by a court of competent jurisdiction, or the Bill is otherwise amended or repealed.

ARTICLE 25 – JOB SHARING

25.01 Job sharing is defined as an arrangement whereby two or more employees share the hours of work of what would otherwise be one full-time position.

Once the Hospital has determined that a vacancy exists and the Hospital and the Union have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be filled in accordance with Article 12.07.

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

25.02 It is agreed that the following conditions will govern the arrangements.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Employer shall reserve the sole right to determine the appropriateness of such arrangements.
- (b) Total hours worked by the job sharer shall equal (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two employees with the approval of the Clinical Team Manager. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.

The job sharers being part-time employees may make themselves available to work extra tours outside their job sharing line in accordance with Article 15.

Each job sharer may exchange shifts with their partner, as well as with other employees as provided by the Collective Agreement. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of holidays and weekends that a full-time employee is required to work.

- (c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- (d) It is expected that both job sharers will cover each other's incidental absences including vacations; however, if one job sharer is unable to cover the absence, the Employer will attempt to provide the necessary coverage.
- (e) An incumbent full-time employee wishing to share her position may do so without having her half of the position posted; however, the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (f) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time position or, if available, another part-time position for which she is qualified. If she does not continue full-time, the position must be posted according to the Collective Agreement.
- (g) Either the Hospital or the Union shall have the option of cancelling this agreement after providing the other party with thirty (30) calendar days written notice. The job sharer(s) will have the option of reverting back to a regular part-time position should this agreement be cancelled or changed.

ARTICLE 26 – DURATION

- 26.01 This Agreement shall continue in effect until April 1, 2023 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.
- 26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

- 26.03 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.
- 26.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

Dated at North York, Ontario, this 7th day of February, 2023.

FOR THE EMPLOYER

Delia Veta-Attard

FOR THE UNION

Bobbett Bradley
Labour Relations Officer

Anne Segal

APPENDIX 1**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	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT 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 <div style="border: 1px solid black; height: 40px;"></div>		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE 	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR <div style="border: 1px solid black; height: 40px;"></div>		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE 	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR <div style="border: 1px solid black; height: 40px;"></div>		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
<small>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</small>			

APPENDIX 2**LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE CHAIRPERSONS**

1. Claire Mallette
Director, School of Nursing
York University
Rm 313, HNES
4700 Keele Street
Toronto, ON M3J 1P3
2. Donna Rothwell
Senior Consultant
Healthtech Consultants
56 Carriage Road
St. Catharines, ON L2P 1T1
3. Ella (Helen) Ferris
66 Lyall Avenue
Toronto, ON M4E 1W3
647-290-8547
ella.ferris@outlook.com

APPENDIX 3
ONTARIO NURSES' ASSOCIATION (ONA)/HOSPITAL
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

SECTION 1: GENERAL INFORMATION

Name of Employee(s) Reporting:

- 1.
- 2.
- 3.
- 4.
- 5.

Employer: North York General

Unit/Area:

Date of Occurrence: (DD/MM/YY)

7.5 h shift ☐

Time:

Other shift ☐

Name of Team Coordinator:

Date/Time Submitted:

Manager/Designate notified: _____ Date: _____ Time: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence: (Box will expand as you type)

Please identify the Standards of Practice, hospital policies [or department policies that may be at risk **and why**: (Box will expand as you type)

To the best of your knowledge please check one of the following:

Is this an isolated incident? ☐ An ongoing problem? ☐ (Check one)

SECTION 3: WORKING CONDITIONS

In order to help resolve the workload issue(s), please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staff: RT(T) AA PFT Service Support

#-Actual Staff: RT(T) AA PFT Service Support

Students Yes ☐

No ☐

How many?

Junior Staff (<3 years) Yes ☐

No ☐

How many?

MRT(T) Staff Overtime: Yes

☐ No

☐ If yes, how many?

Total Hours

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave ☐ Sick Call(s) ☐ Vacancies ☐
 Management Support (or alternate) available: Yes ☐ No ☐

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

- ☐ Patient Acuity: Details: **(Box will expand as you type)**
- ☐ Number of Patients on Infectious Precautions: Details: **(Box will expand as you type)**
- ☐ Exceptional Patient Factors (e.g. Significant time and attention required to meet patient expectations.) Details: **(Box will expand as you type)**
- ☐ Shortage of Book Timeslots: Details:
- ☐ Patient Census at Time of Occurrence: Details:
- ☐ Number of New Patients: Details:
- ☐ Visitors Family/Members: Details: **(Box will expand as you type)**
- ☐ Non-RT(T) Duties (e.g. Student Supervision, Mentorship, etc.): Details: **(Box will expand as you type)**
- ☐ Lack of Equipment/Malfunctioning Equipment: Details: **(Box will expand as you type)**
- ☐ Resources/Supplies: Details: **(Box will expand as you type)**
- ☐ Other: Details: **(Box will expand as you type)**

SECTION 5: REMEDY

- (A) At the time the workload issues occurs, discuss the issue within the unit/area to develop strategies to meet patient care needs. Provide details of how it was or was not resolved: **(Box will expand as you type)**
- (B) Failing resolution at the time of the occurrence, seek assistance from the individual(s) who has responsibility for timely resolution of workload issues? Provide details including name of the individual(S): **(Box will expand as you type)**

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- ☐ Other ☐ Orientation ☐ Review patient ratio
☐ Change in Protocols policies & processes ☐ Float/casual pool ☐ Review
☐ Change Start/Stop times of shift(s): Please specify: **(Box will expand as you type)**
☐ Review Workload Measurement Statistics
☐ Perform Workload Measurement Audit
☐ Adjust Staffing ☐ Adjust Support Staffing
☐ Replace Sick Calls
☐ Equipment: Please specify **(Box will expand as you type)**
☐ Other: Please specify **(Box will expand as you type)**

SECTION 7: EMPLOYEE SIGNATURES

I/We do not believe the response adequately addressed our concerns. I/We therefore request these concerns be forwarded to the Labour-Management Committee in accordance with the collective agreement.

Signature _____ Phone No. _____

Signature _____ Phone No. _____

Signature: _____ Phone No. _____

Date Submitted: _____

SECTION 8: MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.

(Box will expand as you type)

Management Signature _____

Date: _____

ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE

The parties have agreed that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for employees to address concerns relative to their workload issues in the context of their professional responsibility. These issues include but are not limited to: gaps in continuity of care, balance of staff mix, access to contingency staff and appropriate number of staff. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Area/Program to develop strategies to meet patient care needs using current resources. Using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (e.g. team leader/charge employee/manager /supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence or if the issue is ongoing, discuss the issue with the Manager (or designate) on the next day that both the employee and Manager (or designate) are working or within ten (10) calendar days, whichever is sooner, and complete the form. The Manager will provide a written response within ten (10) calendar days of the receipt of the form.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) Failing resolution, submit the Professional Responsibility Workload Report Form to the Hospital-Union Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under Article 10.01 (a) iv). (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) As per Article 10, the Hospital-Union Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the employee(s) using the Workload/Professional Responsibility Review Tool to develop joint recommendations. Any settlement/resolution under 10.01 (a) (iii) (iv) or (v) of the collective agreement will be signed by the parties.
- 6) Failing resolution of the issues through the development of joint recommendations it shall be forwarded to an Independent Assessment Committee as outlined in Article 10 of the Collective Agreement within the requisite number of days of the meeting in 4) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.

- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CNO standards/practice/guidelines/hospital policies and procedures you believe to be at risk. College of Employees Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify patients/residents.

APPENDIX 4

Letter of Understanding **RE: MENTORSHIP GUIDELINES**

“Mentorship” is addressed in Article 11.07 (a). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

Definition

- ❑ Mentorship is a formal supportive relationship between two employees, which enhances the professional growth and development of an employee to maximize her or his clinical practice.
- ❑ Mentorship involves a three-way arrangement between the hospital, the employee being mentored and the employee doing the mentoring. The mentoring relationship is:
 - time limited,
 - focused on goal achievement, and
 - unique to each mentorship experience.
- ❑ The hospital, the employee being mentored and the employee doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the employee being mentored, and, as such, may not be consistent for all employees. The length of each mentorship arrangement will be individually defined dependent upon the goals for each employee being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- ❑ Supervising the activities of students. Supervision of the activities of students is covered in Article 11.07 (a).
- ❑ Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 11.07 (b). Interaction with other employees and other multi-disciplinary colleagues is an expected role responsibility for employees.
- ❑ Orientation to the organization or general functioning of the unit. This may include activities such as:
 - WHIMIS training, the fire lecture, equipment location, generic hospital policies, introduction to staff and the general layout of the unit etc.

- The employer's historical use of titles or terms does not define a mentor for the purposes of Article 11.07 (a). We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 11.07 (b).

Key Elements

- A mentorship relationship includes the employee doing the mentoring to:
 - plan the mentorship experience based on the learning needs of the employee being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
 - assess the ongoing competence/development of competencies of the employee being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
 - assist the employee being mentored to effectively meet patient care needs;
 - be responsible for the management of learning for the employee being mentored;
 - participate in direct skill transfer where there is responsibility for the management of learning for the employee being mentored;
 - evaluate the learning experience of the employee being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- It is recognized that the mentor and the employee being mentored may not be together at all times during the mentorship period.
- The Hospital will pay the employee for doing this assigned responsibility [mentoring] a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.
- The Hospital will review the workload of the mentor and the employee being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- A Hospital may implement a mentorship relationship at any time during an employee's employment when:
 - the employee is experiencing difficulty in meeting standards of practice;
 - the employee has a competency gap;
 - one-on-one management of the learning experience from an expert/ experienced employee will be of assistance.
- Mentoring may be implemented in various circumstances such as new hires to a unit; an employee returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as

such, other circumstances may arise where the Hospital determines that an employee requires mentoring.

- ❑ The decision to implement a mentorship experience as a mechanism to assist an employee to meet standards of practice is the responsibility of the employer.
- ❑ The Hospital will provide, on a regular basis, all employees with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the parties. The Hospital selects and assigns the mentor for a given mentoring relationship.
- ❑ At the request of any employee, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- ❑ The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

In addition to the evaluation of the effectiveness of specific mentorship arrangements in relation to pre-established goals and expectations:

- ❑ The Committee responsible for addressing professional development issues for employees pursuant to Article 11.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the hospital.
- ❑ The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

NOTE: it is mutually understood that these guidelines are “without prejudice” to either parties’ position with respect to the role of an employee whose job duties normally include responsibility for teaching and/or educating other employees.

LETTER OF UNDERSTANDING

Between:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

And:

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

Re: Electronic Grievance Forms

The parties agree to trial the following over the course of this Collective Agreement on a without prejudice and precedent basis.

1. The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1).
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 9.
3. Electronic grievances may be sent, via e-mail, to the applicable manager and copied to Human Resources, or the identified designate.
4. The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
5. The Union undertakes to get a copy of the electronic version signed by the grievor.
6. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

Dated at North York, Ontario, this 7th day of February, 2023.

FOR THE EMPLOYER

Delia Veta-Attard

FOR THE UNION

Bobbett Bradley
Labour Relations Officer

Anne Segal

LETTER OF UNDERSTANDING

Between:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

And:

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

Re: Special Circumstance Arrangement Vanessa Lin

The parties agree that Vanessa Lin is working as a 0.8 FTE under a Special Circumstance Arrangement as per the Collective Agreement. As such, the following shall apply:

Bi-Weekly Hours:	60 hours
Dental/Medical/Semi-Private:	Same cost sharing as Full-time
HOOPP:	Based on 75 hours Bi-weekly
Paid Holidays:	12 paid holidays at 7.5 hours
Vacation:	Based on budgeted 0.8 FTE
Group Life:	Same as full-time – based on actual earnings
Sick Leave:	Same as full-time (15 weeks)
Long Term Disability:	Same as full-time – based on actual earnings
Anniversary Increase:	Remains on established date
Seniority:	Same as full-time
Overtime:	As per Collective Agreement

It is agreed that in the event that the member resigns, transfers, is laid off, terminated, or otherwise leaves the arrangement of the employ of the Employer, the arrangement will be deemed discontinued immediately and the full-time (1.0 FTE) position will be posted.

Dated at North York, Ontario, this 7th day of February, 2023.

FOR THE EMPLOYER

FOR THE UNION

Delia Veta-Attard

Bobbett Bradley

Labour Relations Officer

Anne Segal

APPENDIX 6**WORKLOAD/PROFESSIONAL RESPONSIBILITY REVIEW TOOL**

Employer: _____

Unit/Area/Program: _____

General Description of
Service: _____

Timeframe Being
Reviewed: _____

Number of Professional Responsibility Workload Report Forms
Submitted: _____

Key Workload Issue(s):

☐ Gaps in Continuity of Care

☐ Balance of Staff Mix

☐ Access to Contingency Staff

☐ Appropriate Number of Staff

☐ Other: _____

HAC/Unit
Participants: _____

Date First Discussed at
HAC: _____

Date(s) Workload/Professional Responsibility Review Tool
Completed: _____

Date Qualitative/Quantitative Analysis and Gap Analysis
Completed: _____

Date Joint Implementation/Action Plan
Developed: _____

Date Action Plan
Implemented: _____

APPENDIX 7**PROCEDURAL GUIDELINES FOR AN INDEPENDENT ASSESSMENT COMMITTEE
(IAC) HEARING**

1. The IAC Chair through the respective nominees will consult with the Union and the Hospital prior to the hearing to determine the number of days required for the hearing and the dates scheduled for the hearing. The parties agree that the hearings will be conducted in an expeditious manner.
2. The Hospital and the Union will submit all relevant documentation (including their submissions to be put forward at the hearing) to the committee members and to the other party a minimum of two weeks before the hearing. In the event that one of the parties wishes to submit additional documentation to the Committee and the other party after the two-week deadline, approval from the Chair is required.
3. IAC Members shall conduct a tour of the relevant unit(s). All IAC members shall have an opportunity to investigate/ask questions.
4. The IAC has the right to ask questions of anyone participating in the hearing. Other than for the purpose of scheduling/logistics, the Chair shall not engage in independent discussions with either party.
5. At the Hearing, the Union and the Hospital will each be given an equal opportunity to make a presentation, to ask questions of clarification, to respond to the other party's submission, and to make a closing statement.
6. The Employer and ONA will each appoint one person to present its case and to respond to the other party's submission. The names of these individuals shall be provided to the Chair at least two weeks prior to the hearing.
7. All present at the hearing will protect patient confidentiality.
8. IAC member notes will be kept for a minimum of one year from the hearing or longer if deemed necessary.
9. All participants may offer information and/or seek clarification with permission from the Chair.
10. The IAC Chair may use the following process to conduct the Hearing without any requirements to utilize all the steps or their order:
 - a. Welcome and Introductions, including purpose and role, Amendments and Approval of Agenda
 - b. Tour of the relevant Unit(s)
 - c. Presentation by ONA

- d. Presentation by the Hospital
 - e. Response to ONA's presentation by the Hospital
 - f. Questions to the Hospital from ONA and the IAC
 - g. Response to the Hospitals presentation by ONA
 - h. Questions to ONA from the Hospital and the IAC
 - i. Questions to the Participants, ONA and the Hospital by the IAC
 - j. Closing remarks by the Hospital
 - k. Closing remarks by ONA
 - l. Closing remarks by the IAC
 - m. Adjournment
11. In the event the IAC determines it requires additional information following the completion of the hearing, it will convene a joint teleconference/meeting with the parties.

GUIDELINES FOR COMPLETION OF WORKLOAD/PROFESSIONAL RESPONSIBILITY REVIEW TOOL

1. The tool is used to collect data that is specific to the workload issue(s) being addressed and is intended to enable examination and support analysis of the underlying concerns.
2. Completion of the tool is a collaborative effort on the part of the Union and the Hospital.
3. In some circumstances not all components of the tool may be required to be analyzed in order to address the workload concerns.
4. Data collected in the tool is both quantitative and qualitative. Quantitative data will be drawn from existing hospital reports from current decision support systems. Qualitative data will be derived through focus group discussions using the lines of inquiry referenced in the Workload/Professional Responsibility Review Tool.
5. Data collected using this tool and submissions on the Professional Responsibility Workload Report Form and any other relevant information will form the basis for examination and analysis of the issue(s) being addressed.
6. Analysis of the data includes the identification of gaps, trends, patterns, and themes.
7. Joint recommendations will be formulated collaboratively based on the findings from the data analysis.
8. The joint recommendations will be used to develop an action plan that reflects mutually agreed upon tactics, timelines and most responsible person.

WORKLOAD/PROFESSIONAL RESPONSIBILITY REVIEW TOOL

A. Practice Environment	
Staffing Complement	# FT – _____ # Regular PT – _____ # Casual PT – _____
FTEs	Budgeted/Actual – _____ Total – _____ # FT – _____ #PT – _____ 1950 hours = 1 FTE
Vacancies	# FT – _____ # Regular PT – _____ # Casual PT – _____
Overtime	# Hours – _____ % of total hours – _____
Sick time	# Hours – _____ % of total hours – _____
Turnover	# Positions FT/RPT/Casual PT – _____ % Total Unit Positions – _____
Incident Reports	<i>specific to and related to workload concern(s)</i>
Experience	Total years of experience in this service – _____ Total years of experience – _____ Novice – _____ Intermediate – _____ Expert – _____ # Staff on Orientation – _____ # Students – _____ # New Grad Initiative – _____ # Mentorship Roles – _____

A. Practice Environment	
Scheduling Practice	Type(s) of schedule
Replacement Staff*	PT on unit/Resource Team/Agency
Accommodations &/or Modified Workers	# Temporary – _____ # Permanent – _____
Patient Census	# Admissions – _____ # Discharges – _____ # Transfers – _____

B. Competency		
Employee Competency (Key Skills/Knowledge)	Number	% Total RN Staff

C. Resources/Support/Current Status Report	
	DESCRIPTION
Clinical	
Non-Clinical	

C. Resources/Support/Current Status Report	
	DESCRIPTION
Leadership	
Practice Supports	
Orientation	
Professional Development	

D. Lines of Inquiry	
	DETAILS
1. Do the staffing levels meet the patient population, accommodate replacement, orientation, and professional development?	
2. Does the assignment maximize continuity of patient care?	
3. Are staffs work life considerations and work preferences accommodated?	
4. Are staffing levels and lines balanced to accommodate patient	

D. Lines of Inquiry	
	DETAILS
needs, effort, experience, educational preparation and organizational demands?	
5. Is there adequate access to educational resources, i.e. conferences, workshops, clinical instructors, library, other?	
6. Do current practices promote autonomy? i.e. evidence-informed decision-making; full scope of practice; input into decisions that affect practice and unit policies; opportunity to question processes when they do not support quality patient care.	
7. Do employees have opportunities to be involved at various levels, i.e. care rounds, unit councils, to influence practice?	
8. Are effective working relationships established with key stakeholders/colleagues? (cross-organizational and within area of practice)	
9. Are there mechanisms to support the integration of evidence-based practices, innovation, and quality improvement?	
10. Are near misses and/or critical incidents used to improve practices?	
11. Is there a forum in which employees participate regularly to discuss professional/ethical issues at the unit level?	

D. Lines of Inquiry	
	DETAILS
12. Are principles of client-centered care integrated into orientation?	
13. Are the core processes of client-centered care enacted in care delivery(see client-centered care, pg. 20)	
14. Is there an established process to resolve conflict and enable problem-solving within the team?	
15. Are there established processes for recognizing and rewarding success?	
16. Are there established processes for decision-making for a variety of circumstances such as emergencies, day-to-day functioning, long-term planning?	
17. Are there established processes for ensuring open channels of communication?	

E. Glossary of Terms
<p>A. Practice Environment</p> <p><u>Incident Reports:</u> Hospitals across the province use a variety of incident reporting systems to document, collect, monitor, and analyze adverse events. Adverse events are unintended injuries or complications resulting from care management, rather than by the patients underlying disease, and that lead to death, disability at the time of discharge or prolonged hospital stays (Canadian Adverse Event Study, 2004). Examples of adverse events include medication errors and falls. Please note the definition of adverse events is inclusive of critical incidents and near misses.</p> <p><u>Replacement Staff:</u> The availability of staff needed in addition to baseline staff in order to maintain the appropriate workload for staff while meeting patient needs (RNAO, 2007). Examples include casual and part-time pool, agency employees and reassignment from one patient care unit to another.</p>

E. Glossary of Terms

B. Competency

Employee Competency (key skills/knowledge)

C. Resources/Support

Clinical: Physician, and other regulated health human resources examples include: Clinical Educators, Dietitians, Registered Respiratory Therapists, Physiotherapists and Pharmacists. The accessibility and availability of consultative resources should be considered.

Non-clinical: Unregulated human resources examples include: clerical, porters and housekeeping.

Practice Supports: Tools that facilitate care provision examples include: medical directives, care plans and pathways, policies, procedures, protocols, assessment tools and role descriptions. This can also include equipment and supplies.

APPENDIX 8

Self-Schedule Regulations – Respiratory Therapist

For the sake of clarity the following guidelines do not apply to the RT Tech, AA's or the Pulmonary Function RT's

Objectives

1. To ensure that all staff are treated fairly, staff must follow the procedures/guidelines outlined below:

This includes:

- a. Mix of junior and senior staff (level of experience not seniority)
- 2. Allow for flexibility to manage surges, sick calls, etc.
- 3. A fair and transparent process for all staff.
- 4. Fiscally responsible.
- 5. Flexible scheduling is a privilege and the priority is to meet the organizational needs while giving staff some autonomy.
- 6. Meet the provisions of the Collective Agreement.

Guidelines

All staff full time (FT) and part time (PT) will be given (7) days to initially put in their schedule. The numbers will be tallied and another seven (7) days will be allotted for voluntary changes. Staff will be divided into (3) groups for the purpose of changes to be made by the scheduling committee. It may be necessary to make changes no matter what group the staff member is in FT and PT will be treated equally.

All scheduling communication, requests and questions are directed through the "RTschedcommittee" NYGH group/and cc the CTM.

- 1. It is the responsibility of each person to check the schedule once it is posted for changes that have been made.
- 2. Staff should mark in the shifts that they prefer to work following the established guidelines.

For (12 hour) shifts use capital letters, i.e. 'D' for day shifts and 'N' for night shifts.

For (8 hour) shifts use lower case letters, i.e. 'd' for day shifts, 'e' for evening shifts and 'n' for night shifts.

Use 'V' and 'v' to denote approved vacation days for 12 hour and 8 hour shifts respectively.

Use 'st' to denote statutory holiday; When a 12 hour shift is approved off and staff would like to utilize 'st' they are to indicate 7.5 hours 'st' and (3.75) hours of vacation day to total a twelve hour shift off.

3. Full-Time Respiratory Therapists will work 450 hours per 12 week schedule.
4. A maximum of four (4) shifts may be scheduled in a row.
5. A maximum of (5) consecutive days off of work will be scheduled without using vacation or stats
6. Staff must schedule a mix of days and nights as per their hiring commitment. Generally, this includes 50% days and 50% nights.
7. There needs to be a minimum of twelve (12) hours off between scheduled shifts extended tours and a minimum of (48) forty-eight hours off after a period of nights unless otherwise agreed by the employee and employer.
8. Part time staff are expected to work their commitment in each pay period subject to any approved vacation or leave of absence.
9. Any scheduling discrepancies during the creation of the schedule will be discussed with the Flexible Scheduling Committee. If no resolution is found, the dispute will be brought forward to the CTM.
10. If a staff member does not select any shifts or does not follow the scheduling guidelines, the Flexible Scheduling Committee/CTM will select shifts that are available, and the staff member will be notified of their schedule.
11. All staff request vacation based on their vacation entitlement according to their seniority. They will not exceed their vacation week time unless approved by the CTM.
12. Communication to replace all absences.: A communication placed is considered a shift offered, as outlined per the Collective Agreement
13. **Special Requests (R):** Each staff member can submit a request for (1) day which they cannot work (i.e. classes every Thursday, special celebrations such as weddings, etc.) in every 2-week period:
 - a. The R days may **not be approved** if the Department is not adequately covered or if they are used indiscriminately.
 - b. The R days cannot be used on weekends
14. Single day vacation request, float days or statutory day requests must be approved by the CTM. For clarity any request for time off work must be approved in advance by the Clinical Team Manager.

15. Timelines: Sign up for shifts should occur between 60 – 90 days before the start of the 6- week period (2- 3 months in advance).
 - A. Sign up period: (7) days
 - B. Review of schedule by committee: (7) days
 - C. CTM approval: (7) days
 - D. Posted a minimum of 28 days in advance, preferable 56 days.
16. The final schedule must be approved by the Clinical Team Manager (CTM).

Weekends

1. All full-time staff who are covered by this guideline must be scheduled to work every other weekend (no consecutive weekends).
2. Part-time staff shall be required to work weekends in accordance with the Collective Agreement.
3. Staff must be scheduled to work the whole weekend. There are no split weekends. A whole weekend worked is considered:
 - a) Friday, Saturday and Sunday nights, or
 - b) Saturday and Sunday days.
4. A staff member who is scheduled to work a weekend with an adjusted stat holiday, will be scheduled to work the holiday. A staff member who is not scheduled to work the weekend adjacent to the stat holiday will not be scheduled to work the stat holiday. Staff work the full weekend to work the paid holiday.

Christmas, Summer, and Holidays

1. Will be scheduled as per the regulations set in the Collective Agreement.
2. Vacation guidelines from the Collective Agreement regarding requesting summer vacation by seniority.
3. All requests for time off, including vacation, Floats and stats, must be approved by the CTM in writing.

Changes to the Posted Schedule:

1. Any requests for changes to the posted schedule must be emailed to the "RTschedcommittee" NYGH group for approval by the CTM in writing (email) at least 24 hours in advance. Consideration for shifts switch approvals include, but not limited to junior to senior staff ratios. A minimum of two (2) senior staff must be scheduled for every shift that has been trained in all clinical areas.

- a. The person requesting the change must email the CTM or delegate with the request. Any other staff member involved in the change (i.e. switching shifts) must be included in the email.
 - b. It will be assumed that the other person agrees to the change unless they respond otherwise.
 - c. The CTM or delegate will accept or deny the request by responding to the email to all involved.
 - d. Once approved, all staff members involved in the change are responsible for their new shift(s).
 - e. Once the schedule is posted it is final.
2. The CTM, has the right to deny any changes.
 - a. Overtime needs to be approved by CTM or Admin Coordinator/CTM on call afterhours.
 3. All changes must be approved by the CTM. Approved delegates are as follows:
 - a. Back up manager when CTM is away
 - b. Other designate assigned by CTM

Availability Calendar

1. All casual staff and any FT/PT staff who wish to work above their commitment should declare their availability via email to the flexible scheduling committee or on the printed schedule. If the staff member becomes unavailable for a specific date; this needs to be indicated on the schedule as NA.
2. All staff should note their availability two weeks in advance of the week when they are available.
3. Staff that have indicated they are available at least two weeks in advance will be called in the order of seniority on a rotating basis as per the CA.
4. If a staff member has called in sick time replacement, the part-time staff must be called in first according to availability starting with the most senior regular part-time employee in descending order of seniority at straight time, followed by casual staff, before offering to the full-time staff at overtime.
5. For each schedule period there will be a cut off date where availability must be submitted. This will be the availability used by the department. Any availability given after the cut off date will be deemed late availability.
6. If staff member accepts a shift, he/she now owns that shift. It becomes the staff members responsibility to cover the shift if his/her availability changes.

Notwithstanding the above staff will not be expected to cover an unexpected absence, e.g. sick call, emergency leave.

Lieu Time

1. For lieu time approval, an email needs to be sent to the CTM through the "RTschedcommittee" NYGH group/ and cc CTM. If approved, please indicate lieu time accumulation in the black book and lieu time usage in the black book and on the schedule.
2. Lieu time must be taken within 90 days of the week in which the overtime was earned.
3. All Lieu time needs to be utilized prior to March 31st of each year unless written approval is obtained to carry forward by the CTM.

The Flexible Scheduling Committee

1. A term as a member of the Flexible Scheduling Committee is 2 years.
2. Committee members are selected by expression of interest or voting.
3. The Flexible scheduling Committee is available to help interpret the guidelines or to assist in working out scheduling conflicts that colleagues are unable to resolve.
4. The Flexible scheduling committee will review the schedule after each sign-up group and ensure the guidelines are followed. Facilitation will occur with the Respiratory Therapist when scheduling violations are noted.
5. The Flexible scheduling committee will review the schedule after each sign-up group to ensure that the Department is covered operationally and that there is an appropriate staff skill mix and experience to ensure quality patient care.
6. The Flexible scheduling committee will frequently review the schedule picking process to ensure that scheduling guidelines are followed.
7. The Flexible scheduling committee will notify the CTM of the completed schedule and review any concerns regarding scheduling and problem solve as needed.
8. The Flexible Scheduling Committee is responsible for obtaining final approval from the CTM.

Review and Revision of Guidelines

1. These Flexible scheduling guidelines are subject to an annual review to ensure that the guidelines continue to balance the needs of the unit and hospital and the staff Respiratory Therapists, as well as the regulations set out forth in the Collective Agreement.
2. The review will be conducted with input from the hospital administration, CTM, Human Resources, and the Flexible scheduling committee and staff feedback.
3. The Flexible scheduling guidelines can be revised by the Flexible Scheduling Committee at any time to meet the operational needs of the department.

CONSENT TO ALTER AGREEMENT

BETWEEN:

NORTH YORK GENERAL HOSPITAL ALLIED HEALTH PROFESSIONALS
(Hereinafter referred to as the "Employer")

And:

ONTARIO EMPLOYEES' ASSOCIATION
(Hereinafter referred to as "the Union")

This agreement will outline the changes to the Collective Agreement between the parties as outlined in the Memorandum of Agreement between the parties signed on Sept 28, 2022.

The parties also agree to make these changes to the Collective Agreement.

1. Article 16.10: Amend to read:

As of January 28, 2020, an employee shall be paid a shift premium of one dollar and ninety cents (\$1.90) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty (\$2.20) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the employee's straight time hourly rate.

As of April 1, 2021, an employee shall be paid a shift premium of two dollars (\$2.00) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and fifty cents (\$2.50) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the employee's straight time hourly rate.

For purposes of this provision, the night shift shall be from 2300 to 0700 and the evening shift shall be from 1500 to 2300.

2. Article 16.14: Amend to read:

As of January 28, 2020, an employee shall be paid a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.03, pursuant to consecutive weekends worked, the employee will not receive weekend premium under this provision.

As of April 1, 2021, an employee shall be paid a weekend premium of two dollars and sixty-five cents (\$2.65) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.03, pursuant to consecutive weekends worked, the employee will not receive weekend premium under this provision.

3. Article 19: Amend to read:

19.01 Effective September 1, 2023 members shall join the Hospital ONA RN benefits plan. The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. In addition to the standard benefits, coverage will include hearing aids [maximum \$700/person every thirty-six (36) months]; vision care maximum \$450 every 24 months with ability to use coverage for laser surgery); and Drug Formulary 3.

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

Extended Health Care benefits includes chiropractic, massage therapy (maximum of \$450/insured person annually for chiropractic, and massage therapy for each service). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered. Physiotherapy coverage shall be unlimited.

Coverage for unlimited mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW). Superior conditions maintained.

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

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

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

- (f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework, implants and repairs to same) at 50/50 co-insurance to \$2000 maximum per person annually and orthodontics 50/50 co-insurance with \$2000 maximum per

insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

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

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

Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits, dental benefits, and accidental death and dismemberment benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

- (h)
 - i) The Hospital will provide to all employees who retire (including disability retirements) on or after January 1, 2002 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

(Clarity Note: 19.01 (h) i) above does not apply to employees who retire on or after April 1, 2011).

- ii) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premium, in advance.
- (i) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after April 1, 2011

and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

19.02 For newly hired employees, coverage as set out in Article 19.01 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 a employee occur later than the first day of the fourth full month following the month in which the newly hired employee was first employed.

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

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

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

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

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

- 19.06 (a) The Hospital shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.05 inclusive and the Sick Leave/LTD Plan defined in Article 14. Upon request, the Hospital will make the Plans available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.05 inclusive and the LTD Plan defined in Article 14. The Hospital shall also provide the Union with a copy of all current information booklets provided to the employees.

19.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the employer's Employment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement. The Hospital shall indicate, annually, to the local Union how it has allocated the rebate.

- 19.08 The Hospital agrees that part-time employees may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program. The ONA sponsored benefit plan will provide the Hospital with an administrative rebate, if any.

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

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

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

4. **Article 24.01 (a):** Amend to read: The salary rates in effect during the term of the Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Employees at hospitals shall be as follows:

Classification – Anesthesia Assistant				
Step	January 20, 2020	April 1, 2020	April 1, 2021	April 1, 2022
1 Year	\$43.6303	\$44.3938	\$45.2817	\$46.6402
2 Years	\$45.8643	\$46.6669	\$47.6002	\$49.0282
3 Years	\$48.0984	\$48.9401	\$49.9189	\$51.4165
4 Years	\$50.3326	\$51.2134	\$52.2377	\$53.8048
5 Years	\$52.5666	\$53.4865	\$54.5562	\$56.1929

Classification – Registered Respiratory Therapist				
Step	January 20, 2020	April 1, 2020	April 1, 2021	April 1, 2022
1 Year	\$37.0854	\$37.7344	\$38.4891	\$39.6438
2 Years	\$38.9842	\$39.6664	\$40.4597	\$41.6735
3 Years	\$40.8834	\$41.5989	\$42.4309	\$43.7038
4 Years	\$42.7821	\$43.5308	\$44.4014	\$45.7334
5 Years	\$44.6812	\$45.4631	\$46.3724	\$47.7636

Classification – Equipment Tech, Respiratory Therapist				
Step	January 20, 2020	April 1, 2020	April 1, 2021	April 1, 2022
1 Year	\$29.6475	\$30.1663	\$30.7696	\$31.6927
2 Years	\$31.1656	\$31.7110	\$32.3452	\$33.3156
3 Years	\$32.6837	\$33.2557	\$33.9208	\$34.9384
4 Years	\$34.2018	\$34.8003	\$35.4963	\$36.5612
5 Years	\$35.7197	\$36.3448	\$37.0717	\$38.1839

(Articles 24.01 (b) and 24.01 (c) apply to part-time employees only)

Dated this 22nd day of August, 2023

ON BEHALF OF THE UNION

Michael Levey

Jane Penciner

ON BEHALF OF THE EMPLOYER

Delia Veta-Attard