

COLLECTIVE AGREEMENT

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31 2023

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ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Hospital and the Registered Respiratory Therapists 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 Registered Respiratory Therapists 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.
- 1.04 The Hospital recognizes the Union as the sole bargaining agent for all Registered Respiratory Therapists and Registered Respiratory Charge Therapists employed as Registered Respiratory Therapists and/or Registered Respiratory Charge Therapists at Orillia Soldiers Memorial Hospital in the City of Orillia, save and except the Manager of Diagnostic Services and Respiratory Therapy, and those above the rank of Manager of Diagnostic Services and Respiratory Therapy.
- NOTE: In this Collective Agreement, where the context otherwise requires, the words “Registered Respiratory Therapist(s)” shall include employees in affiliated bargaining units who are represented by the Ontario Nurses’ Association.

ARTICLE 2 – DEFINITIONS

- 2.01 A Registered Respiratory Therapist (RRT) holds a Certificate of Registration with the College of Registered Respiratory Therapists of Ontario in accordance with the *Regulated Health Professions Act*.
- 2.02 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.

If the employee fails to obtain their General Certificate of Registration prior to expiry of their Graduate Certificate of Registration, they will be deemed to not be qualified for the position of Registered Respiratory Therapist, and they will be terminated from the employ of the Employer. Such termination

will not be subject of a grievance or arbitration.

- 2.03 A regular full-time employee is one who is employed to work the full prescribed hours as specified in Article 13 of this Collective Agreement.
- 2.04 Where the singular is used, it may be deemed to mean the plural.
- 2.05 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 13 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.
- 2.06 (a) An afternoon tour or a night tour shall be any tour which commences or ends between 1900 and 0200 hours.
- (b) For the purposes of scheduling, the first [1st] shift of the day shall be days.
- (c) For the purposes of shift premium payment, evening premium will be paid for all hours worked between fifteen hundred (1500) and twenty-three hundred (2300) hours, and night premium will be paid for all hours worked between twenty-three (2300) hours and seven hundred (0700) hours.

ARTICLE 3 – RELATIONSHIP AND MANAGEMENT RIGHTS

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. Registered Respiratory Therapist 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:

- 3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction, or coercion exercised or practiced by any of their representatives with respect to any Registered Respiratory Therapist because of the Registered Respiratory Therapist's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 3.02 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.

3.03 It is agreed that there will be no discrimination by either party or by any of the Registered Respiratory Therapist's 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*.

3.04 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 their employer or agent of the employer or by another employee", ref: *Ontario Human Rights Code*, Sec. 7 (2).

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

- (c) "Every person has a right to be free from:
 - i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person", ref *Ontario Human Rights Code*, Sec. 7 (3).
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the Employer and the Union will review hospital policies and processes with respect to harassment with the employee during their orientation period.

- (f) Where a Registered Respiratory Therapist requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) A Registered Respiratory Therapist who believes that they have been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.
- (h) 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 Hospital Administrator.
 - 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 Registered Respiratory Therapists.
 - 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).

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

3.06 Whistle Blowing Protection

Provided a Registered Respiratory Therapist 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, Registered Respiratory Therapists will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

- 3.07 In dealing with complaints, Hospitals shall ensure that the process is fair for all.
- 3.08 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*.

3.09 Management Rights

The Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, retire, direct, classify, transfer, promote, demote, lay-off, and discharge, suspend and discipline Registered Respiratory Therapist for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
- (c) Establish and enforce reasonable rules and regulations to be observed by the employee. The Hospital will furnish the Union with copies of published Hospital rules and regulations prior to posting electronically.
- (d) Generally, to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all Registered Respiratory Therapist, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- (e) The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 – NO STRIKE NO LOCKOUT

- 4.01 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 to them in the *Ontario Labour Relations Act*.

ARTICLE 5 – UNION SECURITY

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

Where a Registered Respiratory Therapist 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 Registered Respiratory Therapist 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.

- 5.02 Such dues shall be deducted monthly and in the case of newly employed Registered Respiratory Therapist, such deductions shall commence in the month following their date of hire.

- 5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the 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 dues' levies, notification will be made by the treasurer and such notification shall be the Hospital's conclusive authority to make the deduction specified.

- 5.04 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.

- 5.05 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 Registered Respiratory Therapist from whom deductions were made, their work site (if the bargaining unit covers more than one site), and the Registered Respiratory Therapist social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the professional designation, job classification, and status of the Registered Respiratory Therapist. 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 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 due's lists, at least every six months.

NOTE: Where an employee is in a position other than in a Registered Respiratory Therapist position with duties and responsibilities, which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

- 5.06 The list provided for in Article 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each Registered Respiratory Therapist with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Meetings

The parties recognize the value of Registered Respiratory Therapist' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the Registered Respiratory Therapist'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.

6.02 Union Representatives & Grievance Committee

- (a) The Hospital agrees to recognize Union representatives to be elected or appointed from amongst Registered Respiratory Therapist in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. The number of representatives and the areas which they represent are set out in the Collective Agreement.
- (b) The Hospital will recognize a Grievance Committee, one of whom shall be chair. This committee shall operate and conduct itself in

accordance with the provisions of the Collective Agreement and the number of Registered Respiratory Therapist on the Grievance Committee is set out in 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. If, in the performance of their duties, a Union representative or member of the Grievance Committee is required to enter a unit within the hospital in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or Registered Respiratory Therapist in charge, as the case may be. 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 their regular hours at Step 1 and Step 2 grievance meetings.

6.03

Hospital-Association Committee

- (a) There shall be a Hospital-Association Committee comprised of representatives of the Hospital, one of whom shall be the Chief Executive Officer or designate and of the Union, one of whom shall be the Bargaining Unit President or designate. The number of representatives is set out as below in (f) and the membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01 (a) (iv). 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 Registered Respiratory Therapists workload measurement and patient acuity systems. The Hospital will provide, upon request, information on workload measurement systems applicable to Registered Respiratory Therapists 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 Registered Respiratory Therapist care and discussing the development and implementation of quality initiatives.
- iii) Making joint recommendations to the Hospital Administrator, on matters of concern regarding recurring workload issues including the development of staffing guidelines, the use of agency and use of overtime.
- iv) Dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility.
- v) Discussing and reviewing matters relating to orientation and in-service programs.
- vi) Promote the creation of full-time positions for Registered Respiratory Therapists and discuss the effect of such changes on the employment status of the Registered Respiratory Therapists.

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

- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (e) Where a Committee representative designated by the Union attends Committee meetings outside of their regularly scheduled hours, they will be paid for all time spent in attendance at such meetings at their regular straight time hourly rate of pay. Such payment shall be limited to one (1) Committee representative per meeting.
- (f) This Committee shall be composed of the Bargaining Unit President plus one (1) representative of the Union who is in the employ of the Hospital and the Hospital Administrator plus one (1) representative of Management. Each party may have alternates to replace a member from time to time. The Employer will endeavour to facilitate attendance at the HAC meeting when designated representatives are scheduled to work on the day of the HAC meeting.
- (g) No more than two (2) Registered Respiratory Therapists shall be granted leave.

- (h) The Bargaining Unit President will be entitled to 11.25 hours of pay by monthly in conjunction with the Hospital Association Committee to conduct union business and attend meetings with the Employer.

6.04

(a) Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Union for the purpose of negotiating a renewal agreement. The total number of Registered Respiratory Therapists on the Negotiating Committee is set out as below in i), included in this number shall be the Bargaining Unit President. 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.

- i) The Hospital shall recognize a Negotiating Committee of not more than three (3) Registered Respiratory Therapists who are in the employ of the Hospital, selected by the Union.

(b) Central Negotiating Team

In the event that Orillia Soldiers Memorial Hospital and the ONA Registered Respiratory Therapist Bargaining Unit agree to join the central bargaining between the Ontario Nurses' Association and the Participating Hospitals, a Registered Respiratory Therapist serving on the Union's Central Negotiating Team shall be paid for time lost from the Registered Respiratory Therapist's regularly scheduled straight time working hours at their regular rate of pay, and without loss of leave credits, for attending central negotiating meetings with the Hospitals' Central Negotiating Committee up to, but not including arbitration.

Central Negotiating Team members shall receive unpaid time off for the purpose of preparation for negotiations. The Union will advise the Hospitals concerned, as far in advance as possible, of the dates for which leave is being requested.

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid time off for the purpose of attending arbitration hearings.

Time spent on such meetings will not be considered leave under Article 11.02, Leave for Union Business.

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be ten (10), and in no case will more than one (1) full-time Registered Respiratory Therapist and one (1) part-time Registered Respiratory Therapist from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee as far in advance as possible, of the names of the Registered Respiratory Therapists to be paid under this provision. The Hospitals' Central Negotiating Committee will make such request known to the affected hospitals.

For any unpaid leave of absence under this provision, a full-time Registered Respiratory Therapist 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.

For any unpaid leave of absence under this provision, a part-time Registered Respiratory Therapist salary and percentage in lieu of fringe 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 percentage in lieu of fringe benefits.

Part-time Registered Respiratory Therapists will be credited with seniority and service for all such leave.

6.05 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)].
 - When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
 - Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to Registered Respiratory Therapists at short notice in the event that there are reasonable indications of the

emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.

- 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 themselves or any other worker, [*Occupational Health and Safety Act*, s. 28 (2) (b)].
- A worker who is required by their 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 workplaces, 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 workflow and individual client assessments.
 - v) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.
- Musculoskeletal Injury Prevention.
 - Needle Stick and other sharp Injury Prevention.
 - Registered Respiratory Therapists 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 Registered Respiratory Therapist 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 from each Hospital site.
- Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.
- 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 the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. 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 Registered Respiratory Therapists are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the Registered Respiratory Therapists.
- 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) "This section does not apply to a [Registered Respiratory Therapist]:
 - 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 they have reason to believe that:
- 1) Any equipment, machine, device, or thing the worker is to use or operate is likely to endanger themselves or another worker.
 - 2)
 - (a) The physical condition of the workplace or the part thereof in which they work or is to work is likely to endanger themselves; or
 - (b) Workplace violence is likely to endanger themselves; or
 - 3) Any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger themselves 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 6.05 (e) (xi) (B) shall not be considered a contravention of Article 4.01.

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)*.

NOTE 3: Violence in the workplace:

Violence shall be defined as:

- (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.

The Parties agree that violence will not be tolerated. Any Registered Respiratory Therapist who believes they have been subject to workplace violence shall report this to a supervisor who will make every reasonable effort to resolve.

The Hospital and the Union recognize that in the event of a violent incident, counseling and support shall be available to help affected Registered Respiratory Therapists recover from such incidents.

- (d) The Hospital and Union agree to abide by the Workplace, Harassment, Bullying and Violence Policy and Procedures as issued by the Joint Health and Safety Committee to address workplace harassment, bullying and violence concerns.

(e) Notification to the Union

The Employer will inform the Union and the JHSC within three (3) days of any employee who has been subjected to violence while performing their work. Such information, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments, shall be submitted in writing to the Union as soon as possible but in no case longer than four (4) days of becoming aware. For critical injuries the Employer will notify the Joint Health and Safety Committee and the Union immediately and in writing, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments within forty-eight (48) hours.

The Hospital agrees to provide training and information on prevention of violence to Registered Respiratory Therapists according to their assessed level of risk. Awareness and discussion will start during the orientation process and the Registered Respiratory Therapist will be scheduled for the appropriate training.

(f) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing their work.

The Employee will endeavour to present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

6.06 The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

6.07 The Union shall keep the Hospital notified in writing of the names of the Union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.

6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean Registered Respiratory Therapist representatives, committee members or officers of the Local Union.

The Local Union will advise the Hospital in writing of the name of the contact person(s) for the Local Union for all purposes under the Collective Agreement.

- 6.09 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 Administrator. Such representatives shall have access to the premises only with the approval of the Administrator 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.
- 6.10 Where a Registered Respiratory Therapist makes prior arrangements for time off from a tour of duty, the Registered Respiratory Therapist shall not be scheduled to work another tour that day.
- 6.11 Registered Respiratory Therapists who are members of committees pursuant to Regulation 965 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.
- Where a Registered Respiratory Therapist attends a committee meeting outside of regularly scheduled hours, they will be paid for all hours spent in attendance at meetings at their regular straight time hourly rate.
- Part-time Registered Respiratory Therapists will be credited with seniority and service for all such hours paid as provided above while in attendance at such committee meetings.
- 6.12 Where there is a Registered Respiratory Therapist Practice Council, or equivalent, whose membership includes bargaining unit members, the Hospital, in consultation with the Union, will develop a transparent process to seek and establish membership in the Council for such Registered Respiratory Therapist who are bargaining unit members.
- 6.13 Union Representatives
- (a) The Hospital will recognize Union representatives.
- The Union will provide the Hospital with a list of current Union representatives by January 30th of each year. Changes to this list will be communicated within thirty (30) days of the change.
- (b) The Employer will pay the Bargaining Unit President at their regular straight time hourly rate for all hours spent attending meetings requested by the Employer outside their regularly scheduled hours.
- 6.14 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 Registered Respiratory Therapists during their probationary period. During such interview, membership forms may be

provided to the Registered Respiratory Therapist. These interviews shall be scheduled in advance as determined by negotiation and may be arranged collectively or individually by the Hospital.

6.15 Scheduling Working Group

There shall be an ad-hoc scheduling working Group. The Scheduling Working Group will be comprised of:

Bargaining Unit President or designate
Labour Relations Officer as needed
Unit Scheduler or Staffing Office Representative
Program Manager
HR Representative as needed

All staff present at these ad-hoc meetings will be paid for all time in attendance. The ad-hoc Working Group shall meet as needed.

The Scheduling Working Group shall meet every three (3) months, unless otherwise agreed.

Purpose of the Scheduling Working Group

- (a) To act in an advisory capacity and to discuss, identify and assist in the resolution of scheduling concerns.
- (b) To review all new and revised master schedules to ensure compliance with the collective agreement.
- (c) To review all requests for innovative schedules on any unit in accordance with Article 13.03.
- (d) To improve the job satisfaction of full-time and regular part-time employees by assisting units in developing, reviewing or revising work schedules and to make recommendations for change.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a Registered Respiratory Therapist is entitled to be represented by their Union representative. In the case of suspension or discharge, the Hospital shall notify the Registered Respiratory Therapist 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 a Registered Respiratory Therapist 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 Registered Respiratory Therapist of the purpose of the meeting and their right to Union representation.

All investigations related to a Registered Respiratory Therapist's employment will be completed in a timely manner.

- 7.03 It is the intent of the parties that complaints of Registered Respiratory Therapists shall be adjusted as quickly as possible, and it is understood that a Registered Respiratory Therapist has no grievance until they have first given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with their 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 Registered Respiratory Therapist. 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 Registered Respiratory Therapist may submit a written grievance, through the Union, signed by the Registered Respiratory Therapist, to the Hospital Administrator; or designate. The grievance shall be on a form referred to in Article 7.09 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 Hospital Administrator or designate will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to them. 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 they 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.

7.04 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.

7.05 Where a number of Registered Respiratory Therapists have identical grievances, and each Registered Respiratory Therapist would be entitled to grieve separately they may present a group grievance in writing signed by each Registered Respiratory Therapist who is grieving to the Chief Executive Officer 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 Registered Respiratory Therapist(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.

7.06 (a) Probationary Release

The release of a probationary Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist with written reasons for their release within seven (7) days of such release, with a copy to the Local Union.

A claim by a probationary Registered Respiratory Therapist that they have been unjustly released shall be treated as a grievance, provided the Registered Respiratory Therapist is entitled to grieve, if a written statement of such grievance is lodged by the Registered Respiratory Therapist 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 Registered Respiratory Therapist in the case of discharge or suspension and further agrees that it will not

suspend, discharge or otherwise discipline a Registered Respiratory Therapist who has completed their probationary period, without just cause.

A claim by a Registered Respiratory Therapist who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Registered Respiratory Therapist with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effective. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) Confirming the Hospital's action in dismissing the Registered Respiratory Therapist; or
- ii) Reinstating the Registered Respiratory Therapist 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.

- 7.07 (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.

- 7.08 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 Registered Respiratory Therapists.

- 7.09 Union grievances shall be on the form set out in Appendix 1. Alternately, the parties may agree to an electronic version of this form and a process for signing.
- 7.10 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:
- (a) Selection decisions on job vacancies;
 - (b) Premiums;
 - (c) Scheduling issues;
 - (d) Article 19 – Compensation issues;
 - (e) Entitlement to leaves, including vacation;
 - (f) Discipline up to, but not including discharge;
 - (g) Short term layoffs;
 - (h) Dues issues;
 - (i) Any other issues agreed by the parties.

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 7.11 For all other grievances, including those grievances dealing with Registered Respiratory Therapist practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- Subject to Article 7.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.
- 7.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 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.
- 7.14 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 Registered Respiratory Therapist or Registered Respiratory Therapists concerned.
- 7.15 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.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.

ARTICLE 8 – PROFESSIONAL RESPONSIBILITY

(Article 8.01 applies to employees covered by an Ontario College under the *Regulated Health Professions Act* only.)

8.01 The parties agree 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. 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 Registered Respiratory Therapists 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 Registered Respiratory Therapist staff.

In the event that the Hospital assigns a number of patients or a workload to an individual Registered Respiratory Therapist or group of Registered Respiratory Therapists such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- (a)
 - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
 - ii) If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
 - iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the Registered Respiratory Therapist will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the Registered Respiratory Therapist are both working or within ten (10) calendar days whichever is sooner.

When meeting with the manager, the Registered Respiratory Therapist(s) may request the assistance of a Union representative to support/assist them at the meeting.

- iv) Complete the ONA/Hospital professional Responsibility Workload Report Form. The manager (or designate) will provide a written response on the *ONA/Hospital Professional Responsibility Workload Report Form* to the Registered

Respiratory Therapist(s) within ten (10) calendar days of receipt of the form with a copy to the Bargaining Unit President, Chief Executive Officer, and the Senior Clinical Leader (if applicable). When meeting with the manager, the Registered Respiratory Therapist(s) may request the assistance of a Union representative to support/assist them at the meeting.

- v) Every effort will be made to resolve workload issues. A Union representative shall be involved in any resolution discussions. The discussions and actions will be documented.
- vi) Failing a resolution, submit the *ONA/Hospital Professional Responsibility Workload Report Form* to the Hospital-Association Committee within twenty (20) calendar days from the date of the Manager's response or when they ought to have responded under (iv) above.
- vii) The Chair of the Hospital-Association Committee shall convene a meeting of the Hospital-Association Committee within fifteen (15) calendar days of the filing of the *ONA/Hospital Professional Responsibility Workload Report Form*. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties and report the outcome to the Registered Respiratory Therapist(s) using the Workload/Professional Responsibility Review Tool to develop joint recommendations (Appendix 9).
- viii) Any settlement arrived at under Article 8.01 (a) iii) v), or vi) shall be signed by the parties.

8.02 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 College of Registered Respiratory Therapists of Ontario 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-Association Committee.

NOTE: Where an employee is in a position other than in a Registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

8.03 The Hospital will notify the Registered Respiratory Therapist when it reports them to the College of Registered Respiratory Therapists of Ontario and refer them to the Union as a resource.

8.04 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide their 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.

8.05

MALPRACTICE & PROFESSIONAL LIABILITY INSURANCE

- (a) The Hospital provides insurance to cover in the event of any legal action brought against a Registered Respiratory Therapist or Registered Respiratory Therapists in the course of employment with the Hospital.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

- 9.01 Continuous professional development is a hallmark of professional Registered Respiratory Therapist practice. As a self-regulating profession, Registered Respiratory Therapists recognize 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.

9.02 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 Registered Respiratory Therapists involved.

- 9.03 (a) Should a Registered Respiratory Therapist be scheduled for orientation on a unit, they will not be included in the staffing quota for that unit, until such orientation is completed.

Where a Registered Respiratory Therapist starts unit orientation prior to Hospital orientation, the Manager will be responsible for providing education on fire, WHMIS and disaster protocols.

- (b) All newly hired Registered Respiratory Therapists will be provided with a minimum of one (1) week of orientation on their assigned unit.

Such orientation could be longer, as is appropriate for the individual and, in accordance with the orientation plan of the unit.

- 9.04 Before assigning a Registered Respiratory Therapist to be in charge, the Registered Respiratory Therapist will receive orientation to the role of the charge Registered Respiratory Therapist on that unit. It is understood that such Registered Respiratory Therapist may be assigned to any tour as part

of the Registered Respiratory Therapist's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives which forms part of this Collective Agreement.

- 9.05 Registered Respiratory Therapists who displace other Registered Respiratory Therapists in the event of a long-term layoff, Registered Respiratory Therapists recalled from layoff, Registered Respiratory Therapists whose probationary period has been extended under Article 10.01, and Registered Respiratory Therapists who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the Registered Respiratory Therapist to assume satisfactorily the duties of such position. A request by such a Registered Respiratory Therapist for orientation shall not be unreasonably denied.
- 9.06 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, and the Hospital will endeavour to provide Registered Respiratory Therapists with opportunities to attend such programs during their regularly scheduled working hours.
- 9.07 The Hospital will endeavour to schedule mandatory in-service programs during a Registered Respiratory Therapist's regular working hours. When a Registered Respiratory Therapist is on duty and authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours the Registered Respiratory Therapist shall suffer no loss of regular pay. When a Registered Respiratory Therapist is required by the Hospital to engage in any learning opportunities outside of their regularly scheduled working hours, the Registered Respiratory Therapist shall be paid for all time spent on such learning opportunities at their 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 a Registered Respiratory Therapist's regular working hours. Where a Registered Respiratory Therapist is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of their regular working hours, the hospital will identify in advance the time that will be paid at their regular straight time hourly rate of pay.

Part-time Registered Respiratory Therapists will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

9.08

(a) Student Supervision

Registered Respiratory Therapists may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Registered Respiratory Therapists of Ontario Professional Standards. Registered Respiratory Therapists 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 Registered Respiratory Therapists recruited to supervise the students. Upon request, the Hospital will review the Registered Respiratory Therapist's workload with the Registered Respiratory Therapist and the student to facilitate successful completion of the assignment.

Where a Registered Respiratory Therapist is assigned student supervision duties, the Hospital will pay the Registered Respiratory Therapist a premium of sixty cents (\$0.60) per hour for all hours spent supervising Registered Respiratory Therapist students. This article will not apply to job classifications that are paid above the Registered Respiratory Therapist Classification rates set out in Article 19.01 (a) where the higher rate of pay is, in part, based on Registered Respiratory Therapist student supervision duties.

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

(c) Mentorship

Registered Respiratory Therapists may, from time to time, be assigned a formal mentorship role for a designated Registered Respiratory Therapist. Mentorship is a formal supportive relationship between two (2) Registered Respiratory Therapists, which results in the professional growth and development of an individual practitioner to maximize their clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the Registered Respiratory Therapist being mentored and the mentor, the Hospital will identify the experiences required to meet their learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the Registered Respiratory Therapist being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide, on a regular basis, all Registered Respiratory Therapists 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 Registered Respiratory Therapist, the Hospital will discuss with any unsuccessful applicant ways in which they may be successful for future opportunities.

The Hospital will pay the Registered Respiratory Therapist for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to their regular salary and applicable premium allowance.

NOTE: See Appendix 7, Letter of Understanding re Mentorship Guidelines.

9.09 Internships

The Hospital may establish internships for the purpose of meeting future projected Registered Respiratory Therapist shortages and/or providing career opportunities where there are no internal qualified candidates for job postings. In such circumstances, the implementation and guidelines of such an arrangement will be determined by the Hospital and the Union subject to the following:

Internships are designed to develop the Hospital's staff in order to fill positions for which there are currently no qualified internal candidates and/or for which shortages are predicted within a five (5) year period. Internships enable hospitals to maximize the use of qualified internal staff to meet their human resources needs, while at the same time providing career development opportunities for their employees.

To provide direction to the parties in developing and implementing internship(s) the Ontario Nurses' Association and Orillia Soldiers' Memorial Hospital have agreed to the following principles:

- (a) The Hospital will establish the expectations for each internship opportunity.
- (b) There will be an open application process for internship opportunities.
- (c) The opportunities will be open to currently employed Registered Respiratory Therapists who can demonstrate continuous learning, and a commitment to the Hospital.
- (d) Registered Respiratory Therapists who are selected for internship opportunities will commit to continued employment on a mutually determined basis.

- (e) Initiatives to support selected candidates may include but are not limited to:
 - i) No loss of regular wages while attending a requisite course.
 - ii) Paid course fees.
 - iii) Paid time for clinical practicums in the Hospital or another clinical site.
 - iv) Any other initiatives, as agreed.
- (f) Part-time Registered Respiratory Therapists will be credited with seniority and service for all such hours paid while participating in these initiatives as provided above.

Technological Changes

- 9.10 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 Registered Respiratory Therapist within the bargaining unit.

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

Registered Respiratory Therapists 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 10.08 will apply.

- 9.11 Where computers and/or new computer technology (e.g., computer charting) are introduced into the workplace that Registered Respiratory Therapists are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the Registered Respiratory Therapists involved, in accordance with Article 9.07.

Evaluation

- 9.12 A copy of any completed evaluation, which is to be placed in a Registered Respiratory Therapist's file, shall be first reviewed with the Registered Respiratory Therapist. The Registered Respiratory Therapist shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the Registered Respiratory Therapist.

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

Notwithstanding Article 9.13, upon review of the file, should the Registered Respiratory Therapist believe that any coaching/counselling letter is no longer applicable, they may request that such documentation be removed. Such request shall not be unreasonably denied.

No document shall be used against a Registered Respiratory Therapist where it has not been brought to their attention in a timely manner.

9.13 Any letter of reprimand, suspension or other sanction will be removed from the record of a Registered Respiratory Therapist eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Registered Respiratory Therapist'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.

9.14 A Registered Respiratory Therapist shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program that may be required by the College of Registered Respiratory Therapists of Ontario.

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 Registered Respiratory Therapists 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 online, this provision will interpret online as "writing the exam".

9.15 The Hospital will meet with the Union to discuss any remediation or continuing education required by the College of Respiratory Therapists to re-establish eligibility for clinical practice following a Registered Respiratory Therapist's return from an approved absence.

9.16 To support succession planning and retention, the parties will discuss mid-career opportunities for Registered Respiratory Therapists to receive training/education.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

- (a) i) Newly hired Registered Respiratory Therapists shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for Registered Respiratory Therapists whose regular hours of work are other than the standard workday). If retained after the probationary period, the full-time Registered Respiratory Therapist shall be credited with seniority from date of last hire and the part-time Registered Respiratory Therapist shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Hospital, the probationary Registered Respiratory Therapist and the Bargaining Unit President of the Local 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 sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the Registered Respiratory Therapist and the Union of the basis of such extension with recommendations for the Registered Respiratory Therapist's professional development.
- ii) The parties recognize that ongoing feedback about the Registered Respiratory Therapist's progress is important to the probationary Registered Respiratory Therapist.
- (b) A Registered Respiratory Therapist who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such Registered Respiratory Therapist has previously completed one since their date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for Registered Respiratory Therapists whose regular hours of work are other than the standard workday) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) A Registered Respiratory Therapist 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 Registered Respiratory Therapist has previously completed one since their date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for Registered Respiratory Therapists

whose regular hours of work are other than the standard workday) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

10.02

Seniority Lists

- (a) A seniority list shall be established for all full-time Registered Respiratory Therapists covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary Registered Respiratory Therapists 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 Registered Respiratory Therapists covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary Registered Respiratory Therapists 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 Registered Respiratory Therapists for the purposes of Article 10.07 only.
- (d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Local 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 Registered Respiratory Therapists on each unit, in a manner and location determined by the parties. Where available, Hospitals will include the Registered Respiratory Therapists' work unit on the seniority list.
- (e) The Hospital shall post the seniority list in January and June. In the event of a lay-off or restructuring, the Employer will post the seniority lists current to within seven (7) days of the lay-off notice.
- (f) Each unit will have a blended seniority list which includes full-time, part-time and casual Registered Respiratory Therapists and is used for purposes of offering overtime. This list shall be updated once every six (6) months. Registered Respiratory Therapists may request to be added or deleted from this list at any time in writing to their manager. Overtime will be offered to the most senior qualified available Registered Respiratory Therapist.

10.03

Retention/Transfer of Service and Seniority

A Registered Respiratory Therapist's full seniority and service shall be retained by the Registered Respiratory Therapist in the event that the Registered Respiratory Therapist is transferred from full-time to part-time or

in the event the Registered Respiratory Therapist is transferred from casual to regular part-time or vice-versa. A Registered Respiratory Therapist whose status is changed from full-time to part-time shall receive credit for their full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A Registered Respiratory Therapist whose status is changed from part-time to full-time shall receive credit for their 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 Registered Respiratory Therapist's date of hire.

10.04 Effect of Absence (Full-time)

(Article 10.04 and Note 1 following Article 10.04 apply to full-time Registered Respiratory Therapists only; Note 2 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part-time Registered Respiratory Therapists; Note 3 provides that the clause (including the notes) must be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*).

If a Registered Respiratory Therapist's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the Registered Respiratory Therapist 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 Registered Respiratory Therapist will become responsible for full payment of any subsidized employee benefits in which they are 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 a Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority shall accrue if a Registered Respiratory Therapist'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 Registered Respiratory Therapists for a period of up to seventeen (17) weeks while a Registered Respiratory Therapist is on pregnancy leave under Article 11.07 and for a period of up to sixty-one (61) weeks while a Registered Respiratory Therapist is on parental leave under Article 11.08. 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 Registered Respiratory Therapist is on a parental leave under Article 11.08.

NOTE 1: Registered Respiratory Therapists presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

NOTE 2: The accrual of seniority and service for Registered Respiratory Therapists on pregnancy and parental leave applies to both full-time and part-time Registered Respiratory Therapists.

NOTE 3: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

10.05 Effect of Absence (Part-time)

Seniority for part-time Registered Respiratory Therapists 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 Registered Respiratory Therapist is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

10.06 Deemed Termination

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

- (a) Leaves of their 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 10.06 (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 their intention to return within twenty (20) calendar days after they have 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 they have received the notice of recall, or such further period of time as may be agreed upon by the parties.
- (h) Within fourteen (14) days of receipt of a written request from a Registered Respiratory Therapist during or within twelve (12) months of the end of employment, the Hospital will provide the Registered Respiratory Therapist with a letter detailing their employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Hospital.

10.07

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. Registered Respiratory Therapists in this 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. Registered Respiratory Therapists in this bargaining unit and Registered Respiratory Therapists 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 Registered Respiratory Therapists who have been selected for positions in accordance with Article 10.07 (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, they shall retain recall rights to their former position in the full-time bargaining unit for a period of six (6) months from the date of their 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) A Registered Respiratory Therapist may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating their 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 31st 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. The parties will ensure that there is a means of notifying the unsuccessful applicants in a timely manner.

At the request of the Registered Respiratory Therapist, the Hospital will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

The Parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, within one (1) week of the decision being made.

- (c) Registered Respiratory Therapists shall be selected for positions under either Article 10.07 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the Registered Respiratory Therapists 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 their ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that they cannot satisfactorily perform the job to which they were promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for Registered Respiratory Therapists whose regular hours of work are other than the standard work day) worked from the date on which the Registered Respiratory Therapist was first assigned to the vacancy, to return the Registered Respiratory Therapist to their former job, and the filling of the subsequent vacancies will likewise be reversed. If the Registered Respiratory Therapist requests the Hospital will give due consideration to returning the Registered Respiratory Therapist to the Registered Respiratory Therapist's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. Where the Registered Respiratory Therapist is returned to their 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).

- (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 Registered Respiratory Therapists 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 Registered Respiratory Therapist, consideration will be given to casual part-time Registered Respiratory Therapists in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit Registered Respiratory Therapists supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time Registered Respiratory Therapists 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 Registered Respiratory Therapists fill temporary full-time vacancies, such Registered Respiratory Therapists shall be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, such Registered Respiratory Therapists shall be reinstated to their former position unless the position has been discontinued, in which case the Registered Respiratory Therapist shall be given a comparable job. Where the Local parties agree, full-time Registered Respiratory Therapists may be considered for

temporary full-time vacancies on the same basis as regular part-time Registered Respiratory Therapists. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the Registered Respiratory Therapists selected and the anticipated duration of the vacancy, will be provided to the Union.

- 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 10.07 (a).

(e) 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 10.07 (a). This term may be extended a further six (6) months by mutual agreement of the parties. Where a Registered Respiratory Therapist is transferred under this Article, their vacated position shall be posted in accordance with Article 10.07 (a).

Upon completion of such temporary position, the Registered Respiratory Therapist will be reinstated to their 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) 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 Registered Respiratory Therapist selected to fill the vacancy to be assigned to the job.
- (g) A Registered Respiratory Therapist selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further vacancy for a period of up to nine (9) months or for the initial duration of the vacancy to which the Registered Respiratory Therapist was transferred, whichever is shorter, from the date of their transfer to the vacant position. This does not apply to Registered Respiratory Therapists applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit, or Registered Respiratory Therapists who posted or transferred as a result of a layoff, or Registered Respiratory Therapists filling temporary vacancies applying for permanent positions.

- (h) Where Registered Respiratory Therapists 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.

10.08

Layoff – Definition and Notice

- (a) A "Layoff" shall include a reduction in a Registered Respiratory Therapist's hours of work and cancellation of all or part of a Registered Respiratory Therapist's scheduled shift.

Cancellation of single or partial shifts will be on the basis of seniority of the Registered Respiratory Therapists on the unit on that shift unless agreed otherwise by the Hospital and the Union in negotiations.

- (b) 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.
- (c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (d) The Hospital shall provide the Union with no less than thirty (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 14.12 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 Registered Respiratory Therapists likely to be affected. If requested, the Hospital will meet with the Union to review the effect on Registered Respiratory Therapists in the bargaining unit.
- (e) 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.
- 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:

- iii) The reasons causing the layoff/elimination.
- iv) The service which the Hospital will undertake after the layoff/elimination.
- v) The method of implementation including the areas of cut-back and the Registered Respiratory Therapists to be laid off.
- vi) Any limits which the parties may agree on the number of Registered Respiratory Therapists who may be newly assigned to a unit or area.

10.09 Layoff – Process and Options

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

Prior to implementing a short-term layoff on a unit, Registered Respiratory Therapists 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) A Registered Respiratory Therapist 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 17.04; or
 - (C) Elect to transfer to a vacant position, provided they are qualified to perform the available work; or
 - (D) Displace another Registered Respiratory Therapist in any classification who has lesser bargaining unit seniority and who is the least senior Registered Respiratory Therapist on a unit or area whose work the Registered Respiratory Therapist subject to layoff is qualified to perform.
- ii) A Registered Respiratory Therapist 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 17.04; or
 - (C) Elect to transfer to a vacant position provided that they are qualified to perform the available work; or
 - (D) Displace another Registered Respiratory Therapist in any classification who has lesser bargaining unit seniority and who is the least senior Registered Respiratory Therapist on a unit or area whose work the Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 a Registered Respiratory Therapist has been transferred to another position, the affected Registered Respiratory Therapist will be offered the opportunity to return to their former position providing such vacancy occurs within six (6)

months of the date of layoff. Where the Registered Respiratory Therapist returns to their former position there shall be no obligation to consider the vacancy under Article 10.07. Where the Registered Respiratory Therapist refuses the opportunity to return to their former position the Registered Respiratory Therapist 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 Registered Respiratory Therapists 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 Registered Respiratory Therapist is hired into either category.
 - (E) Full-time and part-time layoff and recall rights shall be separate.
 - (F) Casual part-time Registered Respiratory Therapists shall not be utilized while full-time or regular part-time Registered Respiratory Therapists remain on layoff, unless the provisions of Article 10.10 have been complied with or unless the matter is covered by scheduling.
 - (G) No new Registered Respiratory Therapists shall be hired until all those Registered Respiratory Therapists who retain the right to be recalled have been given an opportunity to return to work.
 - (H) In this Article (10.09), 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 themselves from the workplace.
- (c) i) Where there are vacant positions available under Article 10, but the Registered Respiratory Therapist is not qualified to perform the available work, and if such Registered Respiratory Therapist is not able to displace another Registered Respiratory Therapist under Article 10, the Registered Respiratory Therapist will be provided with the necessary training up to sixteen (16) weeks' training to enable

the Registered Respiratory Therapist 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 Registered Respiratory Therapist's stated preference.

- ii) When Registered Respiratory Therapists would otherwise be recalled pursuant to Article 10 but none of the Registered Respiratory Therapists on the recall list are qualified to perform the available work the Hospital will provide necessary training up to sixteen (16) weeks to Registered Respiratory Therapists, in order of seniority, to enable them to become qualified to perform the available work.
- iii) Where a Registered Respiratory Therapist receives training under this provision, they need not be considered for any further vacancies for a period of six (6) months from the date they are placed in the position.

10.10 Recall from Layoff

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

- (a) Full-time and regular part-time Registered Respiratory Therapists 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 a Registered Respiratory Therapist is willing to accept and shall remain valid for six weeks. However, if a Registered Respiratory Therapist declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the Registered Respiratory Therapist 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 Registered Respiratory Therapists on layoff who have expressed interest, and if no such part-time Registered Respiratory Therapist accepts then to full-time Registered Respiratory Therapists on layoff who have expressed interest, and if no such full-time Registered Respiratory Therapist accepts then to casual part-time Registered Respiratory Therapists.
- (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 Registered Respiratory Therapists on layoff who have expressed interest, and if no such full-time Registered Respiratory Therapist accepts then by seniority to regular part-time Registered Respiratory Therapists on layoff who have expressed interest, and if no such part-time Registered Respiratory Therapist accepts then to casual part-time Registered Respiratory Therapists. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time Registered Respiratory Therapists on layoff who have expressed interest, and if no such part-time Registered Respiratory Therapist accepts then by seniority to full-time Registered Respiratory Therapists on layoff who have expressed interest, and if no such full-time Registered Respiratory Therapist accepts then to casual part-time Registered Respiratory Therapists.

- (d) A Registered Respiratory Therapist to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain their 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 10.06 (c). No new notice of layoff will be required, and the Registered Respiratory Therapist will be deemed to be laid off at the conclusion of the temporary vacancy.

A full-time Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist and shall be paid accordingly and shall continue to receive benefit coverage so long as they continue 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 their regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time Registered Respiratory Therapists.

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 Registered Respiratory Therapists.

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 Registered Respiratory Therapists.

10.11 Transfer Outside of the Bargaining Unit

- (a) A Registered Respiratory Therapist 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.

A Registered Respiratory Therapist 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, their seniority held at the time of the transfer. In the event the Registered Respiratory Therapist is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

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

A Registered Respiratory Therapist must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a Registered Respiratory Therapist 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, they will lose all seniority held at the time of transfer. In the event the Registered Respiratory Therapist is returned to a position in the bargaining unit, the Registered Respiratory Therapist's seniority will accrue from the date of their return to the bargaining unit.
- (c) It is understood and agreed that a Registered Respiratory Therapist 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 Registered Respiratory Therapists performing the duties of positions outside of the bargaining unit pursuant to Articles 10.11 and/or 19.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.

- (e) A Registered Respiratory Therapist who accepts a transfer under Article 10.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

10.12 Work of the Bargaining Unit/Agency

- (a) Registered Respiratory Therapists who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by Registered Respiratory Therapists in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to Registered Respiratory Therapists in the bargaining unit.

Registered Respiratory Therapists 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 Registered Respiratory Therapists will not be assigned to part-time Registered Respiratory Therapists for the purpose of eliminating full-time positions.

- (b) The Hospital shall not contract out the work of a bargaining unit Registered Respiratory Therapist if, as a result of such contracting out, any bargaining unit Registered Respiratory Therapist other than a casual part-time Registered Respiratory Therapist 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 Registered Respiratory Therapists 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 Registered Respiratory Therapists for single shift coverage of vacancies due to illness or leaves of absence.
- (c) It is agreed that ad hoc usage of agency Registered Respiratory Therapists (RT) will not exceed the lesser of 1.5% of the total bargaining unit hours or the Hospital's actual usage for 2021-2022 base fiscal year. The Hospital will make ongoing best efforts to reduce any use of agency Registered Respiratory Therapists. Any use of Agency Registered Respiratory Therapists beyond 1.5% in a fiscal year will result in a payment to the Union of 62 cents per hour

of agency use above 1.5% to be determined annually at the end of each fiscal year.

For clarity: The use of agency Registered Respiratory Therapists is limited to *ad hoc* single shift coverage of vacancies due to illness or leaves of absence. Any other usage of agency Registered Respiratory Therapists requires the Union's written consent.

10.13 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, including the development of provincial standards or principles.

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 Registered Respiratory Therapists 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 Registered Respiratory Therapists and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected Registered Respiratory Therapists 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 Registered Respiratory Therapists is otherwise to be affected, the

Hospital shall prepare a list of the affected Registered Respiratory Therapists in order of seniority by jobs for which it considers such Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 10.07 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. A Registered Respiratory Therapist 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 Registered Respiratory Therapists formerly employed by the other service provider or providers involved are transferred to the Hospital, such Registered Respiratory Therapists 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 Registered Respiratory Therapist 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 Registered Respiratory Therapists were formerly employed, Registered Respiratory Therapists 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 Registered Respiratory Therapist's salary exceeds the range maximum, the Registered Respiratory Therapist's salary will be maintained.
 - iii) Registered Respiratory Therapists 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 Registered Respiratory Therapists who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Registered Respiratory Therapists 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) A Registered Respiratory Therapist who has been transferred to the Hospital and who has not completed their probationary period at the service provider where they were formerly employed shall receive credit for their 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 a Registered Respiratory Therapist who has been transferred to the Hospital.
- (g) If an integration or rationalization is anticipated to result in the creation of employment for Registered Respiratory Therapists 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. Registered Respiratory Therapists in this bargaining unit and Registered Respiratory Therapists 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) Registered Respiratory Therapists shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the Registered Respiratory Therapists 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 their ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that they cannot satisfactorily perform the job to which they were promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for Registered Respiratory Therapists whose regular hours of work are other than the standard work day) worked from the date on which the Registered Respiratory Therapist was first assigned to the vacancy, to return the Registered Respiratory Therapist to their 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.

10.14 Human Resource Plans, Retirement and Separation Allowances

- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives and integrations, provided that in the case of integrations, this Article will apply only to a hospital which is also bound by this Collective Agreement as well as the Local Human Resources Plan. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long-term layoff pursuant to Article 10.08 (e) (ii), and following notice pursuant to Article 10.08 (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 on the unit(s) and within the classification where layoffs would otherwise occur.
 - ii) The Hospital will make offers to Registered Respiratory Therapists 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 Registered Respiratory Therapists who would otherwise be laid off.

A Registered Respiratory Therapist 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 Registered Respiratory Therapist, the retirement allowance will be based on the Registered Respiratory Therapist'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.

- iv) If a Registered Respiratory Therapist(s) on the unit referred to in paragraph (i) does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible Registered Respiratory Therapists in the same classification in the unit where a Registered Respiratory Therapist who has been notified of a long-term layoff elects to displace in accordance with Article 10.09 (b) ii) (D) and one subsequent

displacement. The Hospital is not required to offer retirement allowances in accordance with this provision on any subsequent displacements i.e., the offer shall follow the displaced Registered Respiratory Therapist, to a maximum of two displacements.

- (c) Where a Registered Respiratory Therapist has received individual notice of long-term layoff under Article 10.08 such Registered Respiratory Therapist 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, they 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, they 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.

10.15 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 1: In the bargaining units where full-time and part-time Registered Respiratory Therapists are both employed, seniority lists and layoff and recall rights of part-time Registered Respiratory Therapists shall be separate from full-time Registered Respiratory Therapists.

NOTE 2: The seniority list referred to in Article 10.02 shall include any other information that is currently provided to the Union.

10.16 Information Reported to the Union

- (a) A copy of all job postings will be provided to the Union at the time of posting.
- (b) i) A list of vacancies filled in the preceding month under Articles 10.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union.

- ii) 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 10.07 (d), including the names of the Registered Respiratory Therapists selected and the anticipated duration of the vacancy, will be provided to the Union.
- (d) The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency Registered Respiratory Therapists and the percentage that use represent of total bargaining unit hours worked (RRT). The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process.
- (e) Details of the reporting requirements under (b) ii), and (d) above will be agreed upon by the parties where applicable.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital Administrator, 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.

11.02 (a) Leave for Union Business

The Hospital agrees to grant leaves of absence without pay to Registered Respiratory Therapists selected by the Union to attend to Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any Registered Respiratory Therapist elected to the position of Local Co-ordinator. The cumulative total leave of absence, the amount of notice, the number of Registered Respiratory Therapists that may be absent at any time from one area and the number of days (including those of the Local Co-ordinator) is set out in the Collective Agreement. During such leave of absence, a Registered Respiratory Therapist's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time Registered Respiratory Therapist or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time Registered Respiratory Therapist except for Provincial Committee meetings

which will be reimbursed by the Union. The Hospital will bill the Union within a reasonable period of time. Part-time Registered Respiratory Therapists will receive service and seniority credit for all leaves granted under this Article.

(b) 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 10.04, 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 their intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

(c) Leave of absence for Union business shall be granted pursuant to the following conditions:

- (i) The Union will provide the Hospital with at least two (2) weeks written notice, except in extenuating circumstances.
- (ii) No more than two (2) Registered Respiratory Therapists shall be granted leave at one (1) time except for article 6.04 a(i) to carry out Negotiations.
- (iii) All such leaves shall not exceed six hundred and fifty (650) hours collectively in any one (1) calendar year.
- (iv) Should the Local Co-ordinator be an employee of the Hospital, they shall be provided with the required leave of absence hours to perform that function and the hours required shall be in addition to the collective hours specified in (iii).

11.03 Leave, Board of Directors

A Registered Respiratory Therapist 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 they 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. Notwithstanding Article 10.04, there shall be no loss of seniority or service for a Registered Respiratory Therapist during such leave of absence. Leave of absence under this

provision shall be in addition to the Union leave provided in Article 11.02 above. During such leave of absence, the Registered Respiratory Therapist'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 19% of salary in lieu of applicable benefits.

11.04 Leave, President, ONA

Upon application in writing by the Union on behalf of the Registered Respiratory Therapist to the Hospital, a leave of absence shall be granted to such Registered Respiratory Therapist elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 10.04, there shall be no loss of service or seniority for a Registered Respiratory Therapist during such leave of absence. During such leave of absence, the Registered Respiratory Therapist'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 Registered Respiratory Therapist shall be deemed to be an employee of the Ontario Nurses' Association. The Registered Respiratory Therapist agrees to notify the Hospital of their 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.

11.05 Bereavement Leave

A Registered Respiratory Therapist 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 their immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A Registered Respiratory Therapist 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 their 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 a Registered Respiratory Therapist 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 Registered Respiratory Therapists will be credited with seniority and service for all such leave.

11.06

Jury & Witness Duty

- (a) If a full-time or part-time Registered Respiratory Therapist 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 Registered Respiratory Therapist's duties at a hospital, or is required to attend a coroner's inquest in connection with a case arising from the Registered Respiratory Therapist's duties at a hospital, or is required by subpoena to appear as a witness before the College of Registered Respiratory Therapists of Ontario, the Registered Respiratory Therapist 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 Registered Respiratory Therapist:
 - i) Notifies the Hospital immediately on the Registered Respiratory Therapist's notification that they will be required to attend court.
 - ii) Presents proof of service requiring the Registered Respiratory Therapist'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 Registered Respiratory Therapist or regular part-time Registered Respiratory Therapist is selected for jury duty for a period in excess of one (1) week, they shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the Registered Respiratory Therapist shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

NOTE: Where an employee is in a position other than in a Registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

- (b) Where the Hospital requires a Registered Respiratory Therapist to attend any meetings in preparation for a case or legal proceeding

which either arises from a Registered Respiratory Therapist'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 Registered Respiratory Therapist's regularly scheduled hours of work. If the Registered Respiratory Therapist is required to attend such meetings outside of their regularly scheduled hours, the Registered Respiratory Therapist shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay.

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

11.07 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 Registered Respiratory Therapist shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The Registered Respiratory Therapist shall reconfirm their 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 Registered Respiratory Therapist shall be reinstated to their former position unless the position has been discontinued in which case, they shall be given a comparable job.
- (d) Registered Respiratory Therapists newly hired to replace Registered Respiratory Therapists 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 Registered Respiratory Therapist shall be credited with seniority from date of hire subject to successfully completing their probationary period.

The Hospital will outline to Registered Respiratory Therapists 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 a Registered Respiratory Therapist to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant woman or the performance or non-performance of their 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, a Registered Respiratory Therapist 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 eighty-four percent (84%) of their regular weekly earnings and the sum of their 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 Registered Respiratory Therapist's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The Registered Respiratory Therapist's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. 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.

11.08 Parental Leave

- (a) A Registered Respiratory Therapist 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) A Registered Respiratory Therapist who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. Otherwise, a Registered Respiratory Therapist 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 Registered Respiratory

Therapist 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 Registered Respiratory Therapist finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The Registered Respiratory Therapist shall be reinstated to their former position, unless that position has been discontinued, in which case the Registered Respiratory Therapist shall be given a comparable job.
- (d) Registered Respiratory Therapists newly hired to replace Registered Respiratory Therapists 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 Registered Respiratory Therapist shall be credited with seniority from date of hire subject to successfully completing their probationary period.

The Hospital will outline to Registered Respiratory Therapists 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, a Registered Respiratory Therapist 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 eighty-four (84%) percent of the Registered Respiratory Therapist's regular weekly earnings and the sum of their 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 they are in receipt of Employment Insurance parental benefits and shall continue while the Registered Respiratory Therapist is in receipt of such benefits for a maximum period of twelve (12) weeks. The Registered Respiratory Therapist's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. 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 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*.

NOTE: (Note 1 applies to full-time Registered Respiratory Therapists only)

Provisions in existing Collective Agreements providing for paternity leave shall be continued in effect and added to the above provisions in such Collective Agreements.

11.09 Education Leave

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

- (a) Leaves of absence, without pay, for the purposes of furthering professional Registered Respiratory Therapist career development may be granted on written application by the Registered Respiratory Therapist to the Chief Nursing Executive, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time Registered Respiratory Therapist shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which Registered Respiratory Therapists are enrolled to enhance their Registered Respiratory Therapist 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 Registered Respiratory Therapist agrees to notify the immediate manager of the date of the examination as soon as possible after they have become aware of the date of the exam.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional Registered Respiratory Therapist career development may be granted at the discretion of the Hospital upon written application by the Registered Respiratory Therapist to the Chief Nursing Executive, Supervisor or designate.
- (d) Regular part-time Registered Respiratory Therapists 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.

NOTE: (Note 2 applies to full-time Registered Respiratory Therapists only)

Provisions in existing Collective Agreements providing for time off to study for College of Registered Respiratory Therapists examinations, to write registration examinations or examinations for courses of study related to employment shall be continued in effect and added to the above provisions in such Collective Agreements.

11.10 Professional leave with pay will be granted to full-time and regular part-time Registered Respiratory Therapists who are elected or appointed to the College of Registered Respiratory Therapists to attend scheduled meetings of the College of Registered Respiratory Therapists.

NOTE: Where an employee is in a position other than in a Registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

Regular part-time Registered Respiratory Therapists who are elected or appointed to the College of Registered Respiratory Therapists will be credited with seniority and service for all such hours paid as provided above.

11.11 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid leave program, funded solely by the Registered Respiratory Therapist, subject to the following terms and conditions: It is understood that no more than one (1) Registered Respiratory Therapist will be off at one time.

- (a) The plan is available to Registered Respiratory Therapists 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 Registered Respiratory Therapist must make written application to the Hospital Administrator, Supervisor or designate 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) The number of Registered Respiratory Therapists that may be absent at any one time shall be determined by negotiations. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the Registered Respiratory Therapist, the Union and the Hospital.
- (d) Written applications will be reviewed by the Hospital Administrator, Supervisor or designate. Leaves requested for the purpose of pursuing further formal Registered Respiratory Therapist 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 Registered Respiratory Therapist's gross annual earnings will be deducted and held for the Registered Respiratory Therapist and will not be accessible to them 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 Registered Respiratory Therapist at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the Registered Respiratory Therapist.
- (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 Registered Respiratory Therapists 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 Registered Respiratory Therapists will not be eligible to participate in the disability income plan during the year of leave.

- (i) A Registered Respiratory Therapist may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital Administrator or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the Registered Respiratory Therapist, within a reasonable period of time.
- (j) If the Registered Respiratory Therapist terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the Registered Respiratory Therapist within a reasonable period of time. In case of the Registered Respiratory Therapist's death, the funds will be paid to the Registered Respiratory Therapist's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the Registered Respiratory Therapist 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 Registered Respiratory Therapist as much notice as is reasonably possible. The Registered Respiratory Therapist 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 Registered Respiratory Therapist within a reasonable period of time.
- (l) The Registered Respiratory Therapist will be reinstated to their former position unless the position has been discontinued, in which case the Registered Respiratory Therapist shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the Registered Respiratory Therapist entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the Registered Respiratory Therapist's pay. Such agreement will include:
 - i) A statement that the Registered Respiratory Therapist is entering the pre-paid leave program in accordance with Article 11.11 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 Registered Respiratory Therapist 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.

11.12

Secondments

- (a) A Registered Respiratory Therapist 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 10.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the Registered Respiratory Therapist is seconded, the Registered Respiratory Therapist'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 Registered Respiratory Therapist is seconded. The Registered Respiratory Therapist agrees to notify the Hospital of their 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.

A Registered Respiratory Therapist 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 10.12, the parties also agree that a hospital may allow a Registered Respiratory Therapist from another Employer to be seconded to the hospital for a period not greater than one (1) year. It is understood that this Registered Respiratory Therapist remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded Registered Respiratory Therapist 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.

11.13

Other Leaves

- (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) A Registered Respiratory Therapist 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 Registered Respiratory Therapist is participating during the leave.

- (c) Subject to any changes in a Registered Respiratory Therapist's status which would have occurred had they not been on Family Medical Leave, the Registered Respiratory Therapist shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

11.14 A Registered Respiratory Therapist will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The Registered Respiratory Therapist will give as much notice as reasonably possible for a military leave.

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

11.16 Professional Leave

Registered Respiratory Therapists shall be entitled to apply for Professional Development Leave in a calendar year. The Registered Respiratory Therapist shall provide the Hospital with as much notice as possible, to ensure that replacement staff can be provided.

The Registered Respiratory Therapist shall complete a request for approval prior to registering for any professional development course. The Employer will advise the Registered Respiratory Therapist of what expenses related to the course will be covered and reimbursed.

Requests for leave of absences shall be responded to by the Hospital, in writing, within fourteen (14) days, except in extenuating circumstances.

ARTICLE 12 – SICK LEAVE AND LONG-TERM DISABILITY

(Articles 12.01 to 12.11 apply to full-time Registered Respiratory Therapists only)

12.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure. Effective January 1st, 2006, new hires will be covered under 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.

- 12.02 When a Registered Respiratory Therapist has completed any portion of their regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the Registered Respiratory Therapist shall be paid for the balance of the tour at their regular straight time hourly rate. This provision will not disentitle the Registered Respiratory Therapist to a lieu day under Article 15.05 if they otherwise qualify.
- 12.03 Any dispute which may arise concerning a Registered Respiratory Therapist'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, 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.
- 12.04 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).
- 12.05 The Hospital will notify each Registered Respiratory Therapist of the amount of unused sick leave in their bank annually.
- 12.06 For Registered Respiratory Therapists whose regular hours of work are other than the standard workday, 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.
- 12.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.08 A Registered Respiratory Therapist 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 Registered Respiratory Therapist would receive from WSIB if the Registered Respiratory Therapist's claim was approved, or the benefit to which the Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist 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.

(Articles 12.09, 12.10, and 12.11 apply to both full-time and part-time Registered Respiratory Therapists)

12.09 Registered Respiratory Therapist 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.

12.10 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 a Nurse Practitioner and/or midwife in the context of the employee's pregnancy.

12.11 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 11 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

12.12 Return to Work

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. For the purposes of expediting communication, the Hospital and the Union agree that participants will use electronic communication where available.

The Hospital will provide an updated list of information to the Bargaining Unit President, or designate, quarterly, including the following:

- (a) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.

- (b) Employees absent from work because of disability who are in receipt of Long-Term Disability benefits including the last day worked.
- (c) Employees who have been absent from work because of disability for more than twenty-three (23) months.
- (d) Employees who are currently permanently accommodated in the workplace.
- (e) Employees who require temporary modified work.
- (f) Employees within their tenth (10th) week of short-term disability benefits for the purpose of providing support for return to work or progression towards Employment Insurance and long-term disability application.

In addition to the foregoing, the Hospital will meet with the Bargaining Unit President or designate for all return-to-work initial meetings with employees.

The agreed upon plan will be signed off by the Union, Hospital and employee and will include a schedule for follow up meetings. A Union representative will be invited to attend the mid-way assessment and final meetings with employees returning to work.

Attendance at meetings with Hospital Representatives under this provision will be paid time. Every attempt will be made to provide time during working hours for the Bargaining Unit President or designate to attend such meetings.

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

ARTICLE 13 –HOURS OF WORK SCHEDULING AND WORKING CONDITIONS

13.01 The following provision designating regular hours on a daily tour and regular daily tours over the Registered Respiratory Therapist 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 13.02 below:

- (a) The established 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 14.

- (b) The regular daily tours of duty of a full-time Registered Respiratory Therapist shall average five (5) days per week over the Registered Respiratory Therapist schedule determined by the Hospital.

Full-time Registered Respiratory Therapists in the bargaining unit engaged in teaching in Schools for RRT's shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by negotiations. (Last paragraph of 13.01 (b) applies to Registered Respiratory Therapists only).

- (c) Where a Registered Respiratory Therapist notifies their supervisor that they have been or will be unable to take the normal meal break due to the requirement of providing patient care, such Registered Respiratory Therapist shall be paid time and one half (1½) their regular straight time hourly rate for all time worked in excess of their normal daily hours.
- (d) 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.

13.02 The established 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 mealtime.

Registered Respiratory Therapists shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

The introduction or discontinuance of longer daily tours shall be determined by negotiations.

Where the Union and the Hospital agree to an extended daily tour that differs from the established daily extended tour, the provisions set out in this agreement shall be adjusted accordingly.

13.03 Innovative Unit Scheduling

Schedules other than those included in Articles 13.01 and 13.02 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Hospital and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Hospital and the Union.
- (b) These schedules may pertain to full-time and/or part-time Registered Respiratory Therapists.

- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties and recorded in the Appendix of Local Provisions. Such schedules may be discontinued by either party with notice as determined within the Appendix of Local Provisions.
- (d) Upon written agreement of the Hospital and the Union, the parties may agree to amend Collective Agreement provisions to accommodate any innovative unit schedules.

13.04 Weekend Worker

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

A unit weekend schedule is defined as a schedule in which a full-time weekend worker Registered Respiratory Therapist works a weekly average of thirty (30) hours and is paid for 37.5 hours at their 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. A Registered Respiratory Therapist working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the parties and recorded in the Appendix of Local Provisions. This unit schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. Such agreement shall not be unreasonably withheld. The opportunity for an individual weekend worker Registered Respiratory Therapist to discontinue this schedule shall be resolved by the parties:

- (a) Weekend and shift premiums shall not be paid.
- (b) Vacation Bank

Vacation entitlement is determined by Article 16.01. For the purposes of Article 16.01 (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 16.01.

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.

Cash-out and carry-over provisions for the bank will be defined.

Article 16.05 (a), (b) and (c) do not apply.

(c) Paid Holiday Bank

Registered Respiratory Therapists qualify in accordance with the Collective Agreement. The paid holidays are identified in the Appendix.

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 a Registered Respiratory Therapist works on a paid holiday as defined by the parties, they will receive one and one-half (1½) pay for all hours worked on a holiday. The Registered Respiratory Therapist will not receive a lieu day. Article 14.04 also applies.

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

Cash-out and carry-over provisions for the bank will be resolved.

(d) Sick Leave

The Registered Respiratory Therapist may utilize the overtime bank, and the paid holiday bank as income replacement for absences due to illness, as described in Article 13.04 (c) and (g).

The Registered Respiratory Therapist is eligible for long-term disability benefits as described in Article 12. A Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist with sixty-five (65%) percent of their regular

earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

The Registered Respiratory Therapist may utilize their sick leave bank available under Article 12.03 for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 10.03.

Registered Respiratory Therapists 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 18.04 will apply in these circumstances.

The provision of medical certificates shall be subject to Article 12.14.

(e) Leaves of Absence

Article 11 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 Registered Respiratory Therapists. 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 Registered Respiratory Therapist works in excess of the normal daily hours.

Payment for overtime is as in Article 14.01 (a).

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off do not apply to Registered Respiratory Therapists who accept positions under this provision.

(i) Christmas Period

Scheduling provisions during this period will apply, except as modified to confirm that the weekend tour Registered Respiratory Therapist will continue to work weekends during this period.

13.05 Individual Special Circumstance Arrangements

Notwithstanding Article 2.04, the Hospital and the Union may agree in certain circumstances, the schedule of an individual full-time Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by a Registered Respiratory Therapist 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 Registered Respiratory Therapist affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

SCHEDULING & WORKING CONDITIONS

- 13.06 (a) Mealtime of one-half (½) hour shall be scheduled away from the floor during the Registered Respiratory Therapist's tour, whether day, evening or night.
- (b) A rest period of fifteen (15) minutes will be granted during each half (½) tour.

13.07

Scheduling - Seven and One-Half (7.5) Hour Tours

- (a) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period.
- (b) There shall be two (2) fifteen (15) minute rest periods.
- (c) As a general rule, two (2) consecutive days off will be scheduled during each work week. However, schedules may provide for more than five (5), but not more than seven (7) consecutive days of work, except in emergency situations, without days off, provided that four (4) days off are scheduled for each fourteen (14) day period. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (d) Weekly schedules shall be posted four (4) weeks in advance, excluding prime vacation time. Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of the day the schedule is posted. The manager or designate will respond in writing with an approval or denial with a rationale within ten (10) calendar days of the request. Any requests for a change in posted schedules must be submitted in writing and co-signed by the Registered Respiratory Therapist willing to exchange days off or tour of duty with a minimum of twenty-four (24) hours' notice.
- (e) At least two (2) consecutive tours "off duty" normally shall be scheduled when tours of duty are changed, and at least six (6) consecutive tours "off duty" shall be scheduled following night duty, except when a shorter period of time between changes of tour is scheduled by mutual consent.
- (f) Registered Respiratory Therapists working on normal daily tours are entitled to at least two (2) weekends off in four (4) and Registered Respiratory Therapists working on extended tours are entitled to at least every second [2nd] weekend off. The Hospital will endeavour to provide Registered Respiratory Therapists working normal daily tours with at least every other weekend off. Should a Registered Respiratory Therapist be required to work three (3) consecutive weekends or more, they shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for each succeeding weekend worked until a weekend is scheduled off.

A weekend shall be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (g) In the case of a Registered Respiratory Therapist who normally rotates on at least two (2) of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty percent (50%) of their tours

on the day tour. The Hospital will not schedule Registered Respiratory Therapists to work more than two (2) consecutive weeks of evenings and/or nights when rotating on these shifts.

For Registered Respiratory Therapists working extended tours, the Hospital will schedule at least fifty percent (50%) of their tours on the day tour. The above will apply unless mutually agreed otherwise between the Registered Respiratory Therapist and their immediate supervisor.

(h) Short Hour Tours

The parties agree to continue scheduling tours of less than seven and one-half (7.5) hours subject to the following conditions:

Where a Registered Respiratory Therapist works a four (4) hour tour, they shall be paid for three and three-quarters (3.75) hours. Such Registered Respiratory Therapist shall receive a one-half ($\frac{1}{2}$) hour meal break consisting of fifteen (15) minutes paid time and fifteen (15) minutes unpaid time to be scheduled at a mutually agreeable time during the shift.

Where a Registered Respiratory Therapist works a tour of five (5) hours or more, they shall be assigned to a meal break of one-half ($\frac{1}{2}$) hour, as well as the usual rest break(s).

13.08 Established Extended Tour Scheduling

- (a) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period.
- (b) There shall be two (2) fifteen (15) minute rest periods.
- (c) A Registered Respiratory Therapist shall receive every second [2nd] weekend off unless otherwise agreed to between the Registered Respiratory Therapist and the Employer.
- (d) A Registered Respiratory Therapist will not be scheduled for more than three (3) consecutive twelve (12) hour shifts.
- (e) At least twelve (12) hours' time off will be scheduled between shifts, and at least forty-eight (48) hours post change of tour following a night shift to a day shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.

13.09 Exchange of Shifts

All Registered Respiratory Therapists shall be allowed to request to exchange of shifts between all categories, with a minimum of twenty-four (24) hours' notice and shall be submitted to the Program Manager during

their regular working hours, unless exceptional situations prevent it. Such requests shall be in writing and signed by both Registered Respiratory Therapists involved and with the approval of the Program Manager or designate.

In accordance with Article 14.09 where a Registered Respiratory Therapist has opted for "time off equivalent to the applicable overtime 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 ($1\frac{1}{2}$)]". Such accumulated time shall not exceed thirty-seven and one-half (37.5). All hours in excess of these allowable limits shall be paid out at the applicable rate [i.e., time and one-half ($1\frac{1}{2}$) and include percent (%) in lieu for part-time]. At any time, Registered Respiratory Therapists may utilize accumulated time for days off at a mutual agreeable time with the Employer.

Part-Time

(a) Prior to the Posting

- i) All regular part-time Registered Respiratory Therapists that have master schedules will be scheduled first according to those master rotations. Then, all regular part-time Registered Respiratory Therapists in a unit will be scheduled the remaining shifts up to their committed hours by seniority on the posted schedule of the unit before any casual part-time Registered Respiratory Therapists are utilized. The regular part-time commitment on all units is up to forty-five (45) hours per pay period provided the work is available on the unit.
- ii) Availability must be submitted two (2) weeks prior to posting of the schedule in the prescribed method. The prescribed method shall be per the hospitals Availability Form. Availability revisions are to be updated with staffing.
- iii) Regular part-time employees not on a mastered schedule consisting of 45 hours per pay period must be available for prescheduled work on the following basis:
 - 1. To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and any approved leave of absence;
 - 2. To be available to work, if work is available for forty-five (45) hours per pay period;
 - 3. OSMH commitment of forty-five (45) hours is defined as commitment of 45 hours throughout the organization;

4. To regularly rotate on at least two (2) shifts where rotation is required;
 5. To be available to work either Christmas (December 24th, 25th and 26th) or New Year's (December 31st January 1st and January 2nd) each year, on an alternating basis; or on another mutually agreeable arrangement;
 6. To be available if required to work fifty percent (50%) of the remaining paid holidays except when the unit/department does not work paid holidays;
 7. To be available to work at least two (2) weekends in a four-week period; (a weekend is defined as 56 hours starting Friday at 19:00 hours);
 8. To provide and update their availability in the prescribed manner (per ii above) two (2) weeks prior to the schedule being posted;
 9. Those who do not provide availability may not be assigned with scheduled shifts.
- (b) When regular part-time Registered Respiratory Therapists on the unit have been given the opportunity to work up to their commitment, the Hospital will assign additional tours based on availability by seniority.
- (c) After the posting of the schedule
- i) Once the schedule is posted and all regular part-time Registered Respiratory Therapists are at commitment, extra shifts will be offered and awarded as follows on the basis of seniority and submitted availability. Based on the following order;
 - 1) Regular part-time (*including job sharers) – up to 75 hours.
 - 2) Casual part-time - unit, up to 75 hours.
 - 3) Premium Shifts as per Article 10.02 (f)
 - ii) The Hospital will contact Registered Respiratory Therapists for additional shifts using one phone number supplied by the Registered Respiratory Therapist. The phone number must have a functioning message capacity if the Registered Respiratory Therapist wants to be offered additional shifts. It is the responsibility of the Registered Respiratory Therapist to promptly inform the Hospital of any telephone number change

and that failure to do so may result in the inability to be offered additional shifts.

- iii) A tour will be deemed to be offered whenever a call is placed as per the staffing guidelines for shift distribution LOU.
- iv) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- v) When a regular part-time Registered Respiratory Therapist confirms and is awarded an additional tour, they must report for that tour unless arrangements satisfactory to the Hospital are made.
- vi) Provided they are qualified, Registered Respiratory Therapists may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

Casual Registered Respiratory Therapists shall not be pre-booked for shifts on the posted schedule until all regular part-time have been scheduled based on availability, subject to 1 and 2, above.

13.10 Job Sharing

The parties mutually agree to implement job sharing where it is operationally feasible. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) A job-sharer is defined as a regular part-time Registered Respiratory Therapist who, with their partner, has signed a job-sharing agreement indicating their ability to work fifty percent (50%), or other portion as mutually arranged between the two (2) Job Sharers and the Program Manager, of a normal full-time position. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) Registered Respiratory Therapists and the Program Manager. Job Share partners with the agreement of their Program Manager, will determine who will report for duty on each day of the full-time schedule. This shall be communicated to the staffing office prior to the schedule being posted. Individual names will be marked on the posted schedule on the days they work.

The owner of the full-time line will be identified in the job-sharing agreement. Where an existing job share is in place with no

agreement, and no owner of the full-time line is identified, the owner of the line will be;

- i) the job share partner who has been in the arrangement for the longest; or
- ii) the partner who has transferred their status from full-time to job share; or
- iii) if equal, the most senior of the job-sharing partner.

The Job Sharer's commitment for the purpose of the part-time scheduling protocol, is to the portion of the full-time schedule as agreed between the Job Share partners and their Program Manager. Job sharers shall not be requested to work any tours outside of the tours of the full-time position unless otherwise mutually agreed otherwise between the Registered Respiratory Therapist and their Program Manager. Job Sharers will not request to, nor shall they be requested to, work on the same day or shift of the full-time schedule, except where the protocol for part-time scheduling has been complied with.

- (c) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (d) Each job sharer may exchange shifts with their partner, as well as with other Registered Respiratory Therapists as provided by the Collective Agreement.
- (e) 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 paid holidays that a full-time Registered Respiratory Therapist would be required to work.
- (f) It is expected that both job share partners must be prepared to cover each other's incidental illnesses and vacation. If one cannot cover the other, they must notify the Registered Respiratory Therapist Unit Manager or their designate.

Job Sharers covering their partner's vacation will not be counted in the Unit Vacation quota.

Job Sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours that neither job share partner is scheduled or interferes with their present master schedule in accordance with Article G.06.

- (g) Having regard to paragraph (f) above, the maximum vacation entitlement taken by job shares shall jointly, when added together,

not exceed the annual entitlement the senior job share would earn if full-time.

- (h) In the event that one of the members of the job-sharing arrangement goes on a leave of absence that exceeds thirty (30) days, the remaining job share partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the Registered Respiratory Therapist is unable to cover the entire leave of absence, they shall inform the Program Manager of their intention of coverage of the absent partner's shifts. The remaining vacant shifts will be offered to the most senior regular part-time Registered Respiratory Therapist.
- (i) The number of job-sharing positions currently in place will not be decreased without discussion with the Union. Rationale to support such decrease will be provided.

Any requests to job share in addition to the foregoing will be discussed with the Union.

No request to increase the number of job-sharing positions will be unreasonably denied.

- (j) All other provisions covering job sharing are contained in this Agreement.
- (k) Implementation

Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted, and selection will be based on the criteria set out in the Collective Agreement.

- (l) An incumbent full-time Registered Respiratory Therapist wishing to share their position, may do so without having their half [$\frac{1}{2}$] of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (m) If one (1) of the job sharers leaves the arrangement, their 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 Registered Respiratory Therapist will have the option of continuing the full-time position or reverting to their former position. If they do not continue full-time, the position must be posted according to the Collective Agreement.

- (n) Discontinuation

Either party may discontinue the job-sharing arrangement with 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. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

13.11

Standby

- (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments utilizing the exchange of shift form for documentation purposes.
- (c) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
- (d) Employees scheduled for standby shall be provided with a communication device.
- (e) The Hospital will continue to make available a private room for employees scheduled for standby.
- (f) Standby will not be scheduled on a night before a scheduled day shift until otherwise agreed to by the employee.
- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift and shall complete their pay card to reflect the day as absent, or scheduled lieu time, unless they do so by mutual agreement between the employee and the Hospital.

13.12

Reassignment of Employees for All or Part of a Shift

- (a) The Hospital is responsible to assess the qualifications and capability of its employees to work in any unit or area. Where the employee does not have special qualifications that would normally be required to work in the unit or area requiring the reassignment, the Hospital will ensure the employee is assigned to perform only those duties for which the employee is qualified.
- (b) Where reassignment is to a unit or area that requires special qualifications, the reassigned employee who is qualified in the unit or

area of reassignment may be required to take an assignment. A reassigned employee who is not qualified in an area will be paired if possible, with a Registered Respiratory Therapist experienced in the area or unit, and the two Registered Respiratory Therapists will collaborate in providing patient care;

- (c) Reassignment will occur bearing in mind the following principles:
- i) The Hospital will not normally reassign probationary employees to areas or units requiring special qualifications they lack, or where there are other qualified and experienced employees available from the same unit or area as the probationary employee.
 - ii) where more than one employee in the unit or area of reassignment are deemed by the Hospital to be equally qualified and experienced to be considered appropriate for the unit or area requiring the reassignment, the Hospital will normally first request a volunteer from between/amongst those employees, in discussion with the manager or designate. Where no volunteer comes forward, the Hospital will endeavour to reassign in a manner that will be based on the Registered Respiratory Therapist's qualifications, the least senior Registered Respiratory Therapist on the unit and whether one or some of those employees has/have recently been reassigned and will endeavour to reassign accordingly.

NOTE: For purposes of clarity, this means an employee assigned to any area or unit may be replaced and reassigned through reassignment of another employee in order to provide better or more appropriate coverage in the unit or area of need.

13.13 2 Day - 2 Night Schedule

Units may introduce DDNN schedules when voted on and accepted as per 13.08 The scheduling provisions contained in Article 13.08 are applicable save and except 13.08 (d) and (e). The Employer will ensure that Registered Respiratory Therapists working this schedule are scheduled to work 1950 hours in each calendar year.

- (a) Registered Respiratory Therapists will not be required to work more than four (4) shifts in a row. If a Registered Respiratory Therapist works a fifth (5th) shift, the Registered Respiratory Therapist will receive premium pay. The Registered Respiratory Therapist will not receive premium payment if the fifth (5th) shift is requested by the Registered Respiratory Therapist as a required additional shift to maintain full-time hours.

- 13.14 All premium payments as per the Collective Agreement shall apply should any of the hours of work in this Article not be maintained.

ARTICLE 14 – PREMIUM PAYMENT

- 14.01 (a) (Article 14.01 (a) applies to full-time Registered Respiratory Therapists only)

If a Registered Respiratory Therapist is authorized to work in excess of the hours referred to in Article 13.01 (a) or (b), they shall receive overtime premium of one and one-half (1½) times their 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 Registered Respiratory Therapist is engaged in reporting functions at the end of their 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 13.01 (a) and (b) 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 Registered Respiratory Therapist to payment of the normal tour differential provided herein. For purpose of clarity, a Registered Respiratory Therapist who is required to work on their scheduled day off shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate except on a paid holiday the Registered Respiratory Therapist shall receive two (2) times their straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the Registered Respiratory Therapist to be paid for work

performed while engaged in the reporting functions as provided herein.

- (b) (Article 14.01 (b) applies to part-time Registered Respiratory Therapists only.)

If a part-time Registered Respiratory Therapist is authorized to work in excess of the hours referred to in Article 13.01 (a), they shall receive overtime premium of one and one-half ($1\frac{1}{2}$) times their regular straight time hourly rate. A part-time Registered Respiratory Therapist (including casual Registered Respiratory Therapists but not including part-time Registered Respiratory Therapists 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 ($1\frac{1}{2}$) their regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time Registered Respiratory Therapist who is filling a temporary full-time vacancy shall receive time and one-half ($1\frac{1}{2}$) their 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 Registered Respiratory Therapist schedule determined by the Hospital. Such averaging will commence at the conclusion of the two-week period following the Registered Respiratory Therapist's transfer to the temporary full-time position and will end at the conclusion of the two-week period prior to the Registered Respiratory Therapist's return to their 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 Registered Respiratory Therapist is engaged in reporting functions at the end of their 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 13.01 (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 Registered Respiratory Therapist to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the Registered Respiratory Therapist to be paid for work performed while engaged in the reporting functions as provided herein.

- 14.02 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 a Registered Respiratory Therapist or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two Registered Respiratory Therapists.

- 14.03 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 (1½) times the Registered Respiratory Therapist's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a Registered Respiratory Therapist is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the Registered Respiratory Therapist's regular straight time hourly rate as a result of 14.03 above and the Registered Respiratory Therapist is required to work additional hours following their full tour on that day (but not including hours on a subsequent regularly scheduled tour for such Registered Respiratory Therapist) such Registered Respiratory Therapist shall receive two (2) times their regular straight time hourly rate for such additional hours worked. Where a Registered Respiratory Therapist is called back from standby and works in excess of the hours of a normal shift on their unit, such Registered Respiratory Therapist shall receive two (2) times their regular straight time hourly rate for such additional hours worked.
- 14.05 A Registered Respiratory Therapist who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at their regular straight time hourly rate. The Registered Respiratory Therapist shall be required to perform any Registered Respiratory Therapist duties assigned by the Hospital which they are capable of doing, if their regular duties are not available.
- 14.06 Where a full-time or regular part-time Registered Respiratory Therapist has completed their regularly scheduled tour and left the hospital and is called in to work outside their regularly scheduled working hours, or where a Registered Respiratory Therapist is called back from standby, such Registered Respiratory Therapist shall receive two (2) times their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at two (2) times their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, the Registered Respiratory Therapist will receive time two (2) times their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.
- 14.07 A Registered Respiratory Therapist who is required to remain available for duty on standby outside their 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 Collective Agreement, the Registered Respiratory Therapist shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the Registered Respiratory Therapist is called in to work under Article 14.06 above and works during the period of standby.

- 14.08 The regular straight time hourly rate for a full-time or part-time Registered Respiratory Therapist will be the hourly rate in the wage schedule set forth in Article 19.01 (a).
- 14.09 Where a full-time Registered Respiratory Therapist has worked and accumulated approved hours for which they are entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time Registered Respiratory Therapist 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 Registered Respiratory Therapist chooses equivalent time off such time off must be taken within the period set out in the Collective Agreement or payment in accordance with the former option shall be made.
- 14.10 A Registered Respiratory Therapist shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and eight-eight cents (\$2.88) 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 Registered Respiratory Therapist's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.
- 14.11 Ambulance Escort
- Where a Registered Respiratory Therapist is assigned to provide patient care for a patient in transit, the following provisions shall apply:
- (a) i) Where a full-time Registered Respiratory Therapist performs such duties during their regular shift, the full-time Registered Respiratory Therapist shall be paid their regular rate of pay. Where a full-time Registered Respiratory Therapist performs such duties outside their regular shift or on a day off, they shall be paid the appropriate overtime rate.
 - ii) Where a part-time Registered Respiratory Therapist performs such duties during an assigned shift, they shall be paid their regular rate of pay. Where a part-time Registered Respiratory Therapist continues to perform such duties in excess of their assigned shift, they shall be paid the appropriate overtime rate.
 - (b) Where such duties extend beyond the Registered Respiratory Therapist's regular shift, the Hospital will not require the Registered Respiratory Therapist to return to regular duties at the hospital without at least eight (8) hours of time off. Where such time off extends into the Registered Respiratory Therapist's next regularly

scheduled shift, they will maintain their regular earnings for that full shift.

- (c) Hours spent between the time the Registered Respiratory Therapist is relieved of patient care responsibilities and the time the Registered Respiratory Therapist returns to the hospital or to such other location agreed upon between the Hospital and the Registered Respiratory Therapist will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the Registered Respiratory Therapist shall return to the hospital or to such other location agreed upon between the Hospital and the Registered Respiratory Therapist at the earliest opportunity. Prior to the Registered Respiratory Therapist's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the Registered Respiratory Therapist, the Hospital will establish with the Registered Respiratory Therapist arrangements for return travel.
- (d) The Registered Respiratory Therapist 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. Registered Respiratory Therapists assigned to Ambulance Escort shall be provided with sufficient cash to cover the cost for meals and alternate method of return should the ambulance be re-assigned, and receipts will be provided to the Hospital upon the Registered Respiratory Therapist's return.

Scheduling Changes

- 14.12 (a) (Article 14.12 (a) applies to full-time Registered Respiratory Therapists only)

The posting of work schedules shall be as set out in the Collective Agreement. It shall be the responsibility of the Registered Respiratory Therapist to consult posted work schedules. 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 Registered Respiratory Therapist. Where less than forty-eight (48) hours' notice is given personally to the Registered Respiratory Therapist, time and one-half (1½) of the Registered Respiratory Therapist's regular straight time hourly rate will be paid for all hours worked on the Registered Respiratory Therapist's next shift worked.

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

This shall not include shifts added to their schedule within the same forty-eight (48) hour notice period.

Where a Registered Respiratory Therapist is cancelled without the required notice on two (2) or more separate occasions prior to working their 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, they will be paid two times their straight time hourly rate for all hours worked on that tour.

(b) (Article 14.12 (b) applies to part-time Registered Respiratory Therapists only)

i) It shall be the responsibility of the regular part-time Registered Respiratory Therapist to consult posted work schedules. 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 Registered Respiratory Therapist.

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

Where less than twenty-four (24) hours' notice is given personally to the Registered Respiratory Therapist for the cancellation of a shift that was added to their schedule, time and one half (1½) the Registered Respiratory Therapist's straight time hourly rate will be paid on the Registered Respiratory Therapist's next shift worked. This shall not include shifts added to their schedule within the same twenty-four (24) hour notice period.

Such changes shall not be considered a lay off.

iii) Where a Registered Respiratory Therapist is cancelled without the required notice on two (2) or more separate occasions prior to working their 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, they will be paid two (2)

times their straight time hourly rate for all hours worked on that tour.

- iv) Where a Registered Respiratory Therapist 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 Registered Respiratory Therapist will be paid for a full tour provided that the Registered Respiratory Therapist works until the normal completion of the tour.
- v) Casual part-time Registered Respiratory Therapists 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 Registered Respiratory Therapists.
- (c) Where a hospital is encountering problems around the provision of personal notice to Registered Respiratory Therapists, the parties will endeavour to resolve these concerns at the Hospital-Association Committee.

- 14.13 When a Registered Respiratory Therapist is required to travel to the hospital or to return home as a result of reporting to or off work between the hours of 2400 – 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by the Registered Respiratory Therapist's own vehicle at the rate of twenty-two cents (\$0.22) per kilometre or hospital policy whichever is greater or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The Registered Respiratory Therapist will provide to the Hospital satisfactory proof of payment of such taxi fare.
- 14.14 A Registered Respiratory Therapist 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 six dollars (\$6.00) reimbursement. Other Registered Respiratory Therapists required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a half ($\frac{1}{2}$) hour paid meal period and shall be provided six dollars (\$6.00) reimbursement.
- 14.15 Effective upon the date of ratification, a Registered Respiratory Therapist shall be paid a weekend premium of three dollars and four cents (\$3.04) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as the parties may agree upon. If a Registered Respiratory Therapist is receiving premium pay under Article 14.03, pursuant to a scheduling regulation with respect to consecutive weekends worked, the Registered Respiratory Therapist will not receive weekend premium under this provision.

ARTICLE 15 – PAID HOLIDAYS

(Articles 15.01 to 15.07 apply to full-time Registered Respiratory Therapists only)

15.01 A Registered Respiratory Therapist who otherwise qualifies under Article 15.02 hereunder shall receive twelve (12) paid holidays.

In the event that the Provincial Government declares an additional holiday (such as Family Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. Such designation shall not add to the present number of holidays.

The Hospital agrees to recognize the following paid holidays:

New Years Day (January 1 st)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (November 11 th)
2 nd Friday in June	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

15.02 In order to qualify for pay for a holiday, a Registered Respiratory Therapist shall complete their full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the Registered Respiratory Therapist 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 Registered Respiratory Therapist's regular scheduled day off.
- (d) A paid leave of absence provided the Registered Respiratory Therapist is not otherwise compensated for the holiday.

A Registered Respiratory Therapist entitled to holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled unless they were scheduled to work that day. A Registered Respiratory Therapist 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.

15.03 Holiday pay will be computed on the basis of the Registered Respiratory Therapist's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 13.01 (a).

15.04 Subject to Article 15.02:

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

15.05 A Registered Respiratory Therapist required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) the Registered Respiratory Therapist's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, the Registered Respiratory Therapist will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

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

15.06 Where a Registered Respiratory Therapist is entitled to a lieu day under Article 15.04 or 15.05 above, such day off will be taken at a mutually agreed time

15.07 (Article 15.07 applies to part-time Registered Respiratory Therapists only)

If a regular or casual part-time Registered Respiratory Therapist works on any of the holidays listed in Article 15.01 of this Agreement, they shall be paid at the rate of time and one-half (1½) their 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 14.04 regarding hours worked in addition to their full tour.

15.08 Christmas Schedules

In general, Registered Respiratory Therapist will alternate their scheduled days off for Christmas or New Year's on an alternating yearly basis. For example, a Registered Respiratory Therapist who was off for Christmas one (1) year would be expected to be off for New Year's the next year, unless mutually agreed upon by the Manager and all Registered Respiratory Therapists have had their holiday needs met.

The Hospital will schedule the Registered Respiratory Therapist off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's.

Christmas shall be defined as any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st, January 1st and January 2nd. It is an expectation that all Registered Respiratory Therapists work the entire three (3) days of the

holiday in which they are scheduled. Part-time must submit availability that includes all three (3) days for the holiday in which they are to be scheduled.

Failure to schedule a minimum of five (5) days off during the Christmas prime time period will result in premium pay to the affected Registered Respiratory Therapist. The schedule covering the Christmas and New Year's period will be posted on November 15th of each year. The Christmas and New Year's schedule will cover shifts between the start of the pay period that include December 15th to the end of the pay period that include January 15th.

The Union agrees that the normal scheduling patterns will be waived during this holiday period to accommodate the five (5) days off.

Registered Respiratory Therapists that work in departments that are closed over Christmas and New Year's, may be required to work or take call during the closure.

The Hospital will schedule the Registered Respiratory Therapists off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's. Provisions of 13.07 and 13.08 may be required to be waived for the Christmas period.

Registered Respiratory Therapists who wish to maintain their exact current schedule during the Christmas period will communicate this request to their manager no later than October 1st. This request will not be unreasonably denied. It is understood that the accommodation of Registered Respiratory Therapists consecutive days off above, will first be considered before granting such request.

It is recognized that Registered Respiratory Therapists who wish their exact current schedule to continue during the Christmas period may receive both Christmas and New Years off or may receive neither holiday off.

Registered Respiratory Therapists requesting in writing prior to the posted schedule and separate from their availability to work both holiday periods will be entitled to stat premiums, however this request in writing will not incur the above premium.

- 15.09 A Registered Respiratory Therapist's preference shall be considered before posting of schedules for any holiday, provided there is no delay in stating the preference. Scheduling of lieu days, regardless of shift, shall be by mutual consent.
- 15.10 Where a Registered Respiratory Therapist who works 8 hours tours has been scheduled to work on a holiday weekend, they shall be scheduled to work the holiday as well, if requested by Registered Respiratory Therapist prior to the posting of the schedule.

ARTICLE 16 – VACATIONS

(Articles 16.01 to 16.05 apply to full-time employees only)

16.01 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 full-time 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 full-time 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 (as of the date for determining vacation entitlement in the individual hospital) 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.

16.02 A Registered Respiratory Therapist who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to them to the date of their separation, it being understood and agreed that the Registered Respiratory Therapist will provide at least two (2) weeks' notice of termination.

- 16.03
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) Where a Registered Respiratory Therapist's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the Registered Respiratory Therapist shall be entitled to bereavement leave or jury and witness duty in accordance with Article 11.05 and 11.06.
 - (e) 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.

(Articles 16.04 to 16.05 and the Note following Article 16.08 apply to part-time Registered Respiratory Therapists only).

- 16.04 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, 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%

Equivalent years of service, calculated pursuant to the formula set out in Article 16.03, 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 10.02 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.

- 16.05 A part-time Registered Respiratory Therapist who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to them to the date of their separation, it being understood and agreed that the Registered Respiratory Therapist will provide at least two (2) weeks' notice of termination.
- 16.06 A vacation request, which has been submitted by the Registered Respiratory Therapist and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the Registered Respiratory Therapist.

Scheduling of Vacation

- 16.07 The vacation fiscal year will be from July 1st to June 30th. All requests for the vacation time applicable to June 15th through September 15th inclusive must be submitted by March 15th of each year.

Requests for vacation during the period between June 15th and September 15th will be requested and approved subject to the following:

- (a) Seniority rights may be utilized twice during the June 15th to September 15th period to obtain a total of seventy-five (75) hours of vacation entitlement or less. Registered Respiratory Therapists shall indicate the timeframes they wish to exercise their seniority for.

- (b) The Manager will indicate inability to grant a seniority request by April 15th of each year to allow for an alternate selection.
- (c) Registered Respiratory Therapists who indicate a period of less than seventy-five (75) hours within their two choices are entitled to indicate the balance of time in the form of a request but will not be entitled to utilize their seniority a third and subsequent time.
- (d) Once all vacation to a maximum of seventy-five hours per Registered Respiratory Therapist has been scheduled, additional requests for vacation during the period June 15th to September 15th will be considered subject to the above.

This vacation time shall be processed and posted by April 30th. Once posted, the schedule shall not be changed without mutual consent of the parties. Additional vacation requests after March 15th and for all vacation outside the June 15th to September 15th period, will be considered on a first [1st] come first [1st] served basis, except when more than one (1) request is received on the same day, and then seniority shall prevail. Requests for vacation outside the prime-time period shall be approved or denied with a rationale, in writing, within fourteen (14) calendar days.

- ii
 - (a) Registered Respiratory Therapists shall be entitled to the weekend off prior to commencement of vacation, and at the completion of vacation when total vacation is taken at one (1) time. The Hospital will make a reasonable effort to comply should the vacation be split.
 - (b) Prior to leaving on vacation, Registered Respiratory Therapists shall be notified of the date, and time at which to report for work following vacation.
 - (c) Vacation time requested after the schedule is posted will be considered.
- iii Part-Time:
 Vacation pay will be issued each pay period.
- iv Only Registered Respiratory Therapists covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.
- v Requests for vacation between December 15th and January 15th will be considered. Requests in writing shall be forwarded to the Manager by October 15th.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time Registered Respiratory Therapists only)

17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 and physiotherapy coverage (maximum of \$600 insured person annually for chiropractic, massage therapy and physiotherapy for each service). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of \$800 annually. 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 Registered Respiratory Therapists 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 Registered Respiratory Therapist 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 Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 17.01, dependent coverage is available to the Registered Respiratory Therapist, 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 Registered Respiratory Therapist 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 and dental benefits will be extended to active full-time Registered Respiratory Therapists from the age of sixty-five (65), and up to the Registered Respiratory Therapist's seventieth (70th) birthday, on the same cost share basis as applies to those Registered Respiratory Therapists under the age of sixty-five (65).

In the event that a Registered Respiratory Therapist works past their seventy-fifth (75th) birthday, they shall be paid an amount equal to 13% of their hourly rate of pay in lieu of these benefits.

- (h) i) The Hospital will provide to all employees who retire (including disability retirements) on or after January 1st, 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: 17.01 (h) i) above does not apply to employees who retire on or after April 1st, 2011).

- iii) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after April 1st, 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 1st, 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.
- (j) Any Bargaining Unit Registered Respiratory Therapist who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through direct withdrawal on the first day of each and every month.

The Employer will notify the Retired Registered Respiratory Therapists and the Union of the benefit costs each time the benefit costs are renegotiated by the Employer.

NOTE: Benefits will include all other provisions noted in Non-Union Active and Non-Union Retirees Division 600, see Appendix B. Any superior entitlement will be applied if there is a conflict between Article 17 and the Appendix B.

17.02 For newly hired Registered Respiratory Therapists, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the Registered Respiratory Therapist was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a Registered Respiratory Therapist occur later than the first day of the fourth full month following the month in which the newly hired Registered Respiratory Therapist was first employed.

17.03 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.

17.04 All present Registered Respiratory Therapists 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 Registered Respiratory Therapists and Registered Respiratory Therapists 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.

17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for Registered Respiratory Therapists who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a Registered Respiratory Therapist 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.

Registered Respiratory Therapists 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 Registered Respiratory Therapists who were on sick leave, LTD or WSIB prior to receipt of Pension Permanent Disability Benefits.

17.06 Registered Respiratory Therapists who reside in Quebec shall have equivalent monetary contributions paid in that province with respect to the Quebec equivalent of OHIP.

17.07 (a) The Hospital shall provide each Registered Respiratory Therapist with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the Sick Leave/LTD Plan defined in Article 12. 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 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Hospital shall also provide the Union with a copy of all current information booklets provided to the Registered Respiratory Therapists.

17.08 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The Registered Respiratory Therapists' 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 Union how it has allocated the rebate.

17.09 The parties agree to establish a Benefits Review Subcommittee which will include a representative from the Union to discuss the terms of the benefit plans (other than pensions) provided under the Collective Agreement and the administration of benefit plans with a view to increasing the efficiency and effectiveness of the plans. As part of that review, the Committee will be provided with copies of the plan texts and any other relevant information requested by the Committee that pertain to these benefit plans.

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

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

The Union agrees to indemnify and save harmless the Hospital against any claims 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 Registered Respiratory Therapists. The Hospital will facilitate access to part-time Registered Respiratory Therapists by providing available benefit literature and other communications as appropriate.

ARTICLE 18 – MISCELLANEOUS

- 18.01 a) Copies of this Collective Agreement will be made available to Registered Respiratory Therapists 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, including the printing of the French Translation, will be shared equally by the Hospital and the Union. The cost of the French translation will be shared equally by the Union and the Hospital.

The Hospital shall provide a bulletin board for the use of the Union. In accordance with Article 11.02, the Hospital agrees to submit its account to the Union at least every three (3) months.

- b) The Hospital will permit the distribution of Union contracts on the Hospital premises. The time and place for distribution of the contracts will be arranged with the Human Resources Department. Distribution will be done by an off duty Registered Respiratory Therapist.
- c) The Employer recognizes ONA's interest in an on-site union office. ONA has expressed a willingness for shared office space with other bargaining units. The Employer will provide ONA with the opportunity to put in a request to the Space Management Committee and speak to the Committee regarding their interest. Further, for a twelve (12) month trial period from the date of signing of this collective agreement, ONA may keep a locked filing cabinet that they supply, in an office space designated within the hospital and accessible to the Bargaining Unit President.

- 18.02 It shall be the responsibility of each Registered Respiratory Therapist to notify the Hospital promptly of any change in address or any change in temporary residency. If a Registered Respiratory Therapist fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a Registered Respiratory Therapist. A Registered Respiratory Therapist shall notify the Hospital of any change to their telephone number.

- 18.03 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 Registered Respiratory Therapist may choose their personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

18.04 Prior to effecting any changes in rules or policies which affect Registered Respiratory Therapists covered by this Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union. All written Hospital policies pertaining to Registered Respiratory Therapist shall be made available for all staff to see.

18.05 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and Registered Respiratory Therapists. 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) Registered Respiratory Therapists 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 a Registered Respiratory Therapist's working hours. In addition, Registered Respiratory Therapists will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that Registered Respiratory Therapists have the right to refuse any required vaccination.
- (d) If a Registered Respiratory Therapist refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the Registered Respiratory Therapist is cleared to return to work. If a Registered Respiratory Therapist is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If a Registered Respiratory Therapist refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Registered Respiratory Therapist will be paid. It is further understood and agreed that Article 18.04 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other Registered Respiratory Therapists.

- (f) If a Registered Respiratory Therapist 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 Registered Respiratory Therapists free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

18.06 (a) Hospital Security

The Hospital will provide adequate security in Emergency on all tours.

- (b) Registered Respiratory Therapists will have the right to investigate the feasibility of self-scheduling.

ARTICLE 19 – COMPENSATION

Article 19.01(a) apply to Registered Respiratory Therapists only.

- 19.01 (a) The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Respiratory Therapists at hospitals shall be as follows:

Wage adjustment to a five-step grid

Classification - Registered Respiratory Therapist	
Step	March 30, 2023
Start	\$38.20
1 Year	\$40.16
2 Years	\$42.12
3 Years	\$44.07
4 Years	\$46.03

(Articles 19.01 (b) and 19.01 (c) apply to part-time Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 Registered Respiratory Therapist include compensation in lieu of all fringe benefits which are paid to full-time Registered Respiratory Therapists except those specifically provided to part-time Registered Respiratory Therapists 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 Registered Respiratory Therapists may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time Registered Respiratory Therapists 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 Registered Respiratory Therapist'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.

- 19.02 A Registered Respiratory Therapist in the employ of the Hospital who holds a Temporary Class Certificate of Registration as a Registered Respiratory Therapist and who obtains their General Class Certificate of Registration shall be given the salary of the Registered Respiratory Therapist as provided in this Article. When the Registered Respiratory Therapist obtains their General Class Certificate of Registration, they will notify the Hospital administrator or their designate.

NOTE: Where an employee is in a position other than in a registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

- 19.03 A Registered Respiratory Therapist is required to have a renewed Certificate of Registration on or before March 1st of each year. Registered Respiratory Therapists will provide evidence that their Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Registered Respiratory Therapists of Ontario permits the Registered Respiratory Therapist's Certificate of Registration to remain in effect. If the Registered Respiratory Therapist's Certificate of Registration is suspended by the College of Registered Respiratory Therapists of Ontario for non-payment of the annual

fee, the Registered Respiratory Therapist will be placed on non-disciplinary suspension without pay. If the Registered Respiratory Therapist presents evidence that their Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the Registered Respiratory Therapist being placed on non-disciplinary suspension by the hospital will result in the Registered Respiratory Therapist being deemed to be no longer qualified and the Registered Respiratory Therapist shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

NOTE 1: Where an employee is in a position other than in a registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

NOTE 2: 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.

- 19.04 (a) A Registered Respiratory Therapist 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 Registered Respiratory Therapist 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 Registered Respiratory Therapist has been promoted) and the Registered Respiratory Therapist shall retain their 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 and shall not include a change of status to Registered Respiratory Therapist when a Registered Respiratory Therapist who holds a Temporary Certificate of Registration obtains their General Certificate of Registration. A Registered Respiratory Therapist who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes their experience level on the other grid. (The last two sentences apply to Registered Respiratory Therapists only).

NOTE: Where an employee is in a position other than in a registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

- (b) Where the Hospital temporarily assigns a Registered Staff Registered Respiratory Therapist 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 Registered Respiratory Therapist shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to their regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

- (c) A Registered Respiratory Therapist who holds a Temporary Certificate of Registration as a Registered Respiratory Therapist who obtains a General Certificate of Registration shall be placed on the level in the Registered Respiratory Therapist's salary grid which represents an increase in salary.

NOTE: Where an employee is in a position other than in a registered Respiratory Therapist position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

(d) Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within their classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular salary and applicable premium allowance.

19.05 Claim for related clinical experience, if any, shall be made in writing by the Registered Respiratory Therapist at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for related experience will be retroactive to the Registered Respiratory Therapist's date of hire. The Registered Respiratory Therapist shall co-operate with the Hospital by providing verification of previous experience so that their related clinical experience may be determined and evaluated during their probationary period. Having established the related clinical experience, the Hospital will credit a new Registered Respiratory Therapist with one (1) annual service increment for each year of experience (for part-time Registered Respiratory Therapists, experience will be calculated pursuant to the formula set out in Article 16.03) up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the Registered Respiratory Therapist has occupied a 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. The Hospital will give due consideration to an internationally educated Registered Respiratory Therapist's experience where the process for registration with the College of Registered Respiratory Therapists of Ontario has prevented them from occupying a Registered Respiratory Therapist position for a period of more than two (2) years. For full-time Registered Respiratory Therapists, the Hospital shall give effect to part-time

Registered Respiratory Therapist experience, and for part-time Registered Respiratory Therapists the hospital shall give effect to full-time experience.

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

- 19.06
- (a) Each full-time Registered Respiratory Therapist will be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their service review date. If a full-time Registered Respiratory Therapist's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, the Registered Respiratory Therapist'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 Registered Respiratory Therapist will be advanced from their 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 10.03.
 - (c) Casual part-time Registered Respiratory Therapists will advance on the grid in the same manner as regular part-time Registered Respiratory Therapists.
- 19.07
- (a) A part-time employee whose status is altered to full-time in the same position, will assume their same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume their 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 their 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.
- 19.08
- (a) 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 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other Registered Respiratory Therapist 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.

- (b) If a Registered Respiratory Therapist becomes disabled with the result that they are unable to carry out the regular functions of their position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.

19.09 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 where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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.

19.11 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospital's error and amount to less than two (2) hours pay, it will be corrected on the next standard payroll.

- (c) If the shortage occurs as a result of the Hospital's error in an amount of two (2) hours or more, a special payment will be issued to cover the shortage, if requested by the employee. In the event a special payment is requested by the employee, it will be issued within two (2) payroll department working days.
- (d) Errors in pay as a result of an employee's action or inaction must be reported by the employee to their manager and the payroll department by the end of day Thursday of a pay week and applicable adjustments will be remitted the Friday there after. Any additional errors after this date will be adjusted on the following standard pay date.

ARTICLE 20 – SUPERIOR CONDITIONS

- 20.01 All existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein and which are set out in Appendix 4A are specifically retained by this Agreement unless otherwise agreed by the parties.

The parties agree to remove from Appendix 4A those superior conditions which no longer have application.

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

ARTICLE 21– DURATION

- 21.01 This Agreement shall continue in effect until March 31st, 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.
- 21.02 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.
- 21.03 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.
- 21.04 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.

ARTICLE 22 – APPENDICES

22.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:

Appendix 1 ONA Grievance Form

Appendix 4A Superior Conditions – If Any

Appendix 4B Benefit Booklet

Appendix 6 ONA/Hospital Professional Responsibility Workload Report Form

Appendix 7 Letters of Understanding:

Letter of Understanding Re Mentorship Guidelines

Letter of Understanding Re Part-time Voluntary Benefits

Letter of Understanding Re Supernumerary Positions

Letter of Understanding Re Retention/Recruitment/Ratios

Letter of Understanding Re Grievance Commissioner System

Letter of Understanding Re Registered Respiratory Therapist Workforce – Health Human Resource Planning

Letter of Understanding Re OHA Early Retiree Dental Benefits

Letter of Understanding Re Commitment to Equity, Diversity, and Inclusivity

Appendix 9 Workload/Professional Responsibility Review Tool

APPENDIX “1”

ONA GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF

ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ETAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	

NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT

--

SETTLEMENT REQUESTED/REGLEMENT DEMANDE

--

SIGNATURE OF GRIEVOR:
SIGNATURE DU LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP:
SIGNATURE DE LA REP. DE L'AIIO

STEP ONE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
PREMIERE ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶
STEP TWO	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
DEUXIEME ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶
STEP THREE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
TROISIEME ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶

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 – AIIO 3. BLEU – ASSOCIATION LOCALE 4. VERT – PLAIGNANTE

APPENDIX "4A"**SUPERIOR CONDITIONS****Superior Benefits**

Existing employees as of the date of ratification/award will have the following provisions applicable to them:

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 + 14%.

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 Employer'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 twelve percent (12%).

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 12% or 14%, as applicable, which is paid in lieu of fringe benefits and accordingly the 12% or 14%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

APPENDIX “4B”**BENEFIT PLAN**

My BENEFIT PLAN

Orillia Soldiers' Memorial Hospital

Classification: Non Union Paramedical
Active and Retired

Billing Division: 600

Revised October 1, 2022
Effective Date:

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MY BENEFIT PLAN SUMMARY

WELCOME TO YOUR BENEFIT PLAN

This summary contains information about your group benefits with **Orillia Soldiers' Memorial Hospital**, your plan sponsor, available through the group contract with Green Shield Canada (GSC), effective July 1, 2020.

HEALTH SUMMARY

The [health benefits](#) are intended to supplement your provincial health insurance plan. The benefits shown below will be eligible if they are medically necessary for the treatment of an illness or injury, and reimbursement will be limited to [reasonable and customary](#) charges, in addition to any specific limitations and maximums stated below.

Calendar Year Deductible (per person/per family)	No deductible
Maximums	
Overall Health Maximum:	Unlimited
Your Co-pay	0%
Your Plan Covers	Maximum Plan Pays
Prescription Drugs (includes Over-the-Counter)	Unlimited, except as stated above
Hospital Accommodation	Semi-private or private room
Hearing Care	1 left or 1 right hearing aid, limited to once every 36 months
Orthotics/Orthopedic Footwear Custom boots or shoes, Custom orthotics, Repairs/modifications to custom orthotics and custom boots or shoes:	\$150 every calendar year combined
Private Duty Nursing	8 hour shifts, limited to a maximum of 90 shifts every calendar year
Paramedical Practitioners Chiropractor, Physiotherapist, Registered Massage Therapist	\$600 every calendar year per type of practitioner including any fees charged for x-rays for a Chiropractor
Psychologist, Social Worker/Counsellor, Master of Social Work or Psychotherapist	\$800 every calendar year combined
Speech Therapist	\$200 every calendar year
Acupuncturist, Naturopath	\$600 every calendar year per type of practitioner
Vision Eyeglasses or contact lenses or medically necessary contact lenses or laser eye surgery	\$450 every 24 months
Eye examinations	Once every 24 months

TRAVEL SUMMARY
(For Active Plan Members Only)

The [travel benefits](#) are intended to **supplement** provincial health insurance plans if you experience a medical emergency while travelling outside of your province of residence or Canada. If your provincial health insurance plan includes out-of-Canada benefits, hospital and medical services are eligible only if your provincial health insurance plan provides payment toward the cost of incurred services. The benefits shown below will be eligible if they are medically necessary for the emergency treatment of a sudden and unforeseen illness or injury and reimbursement will be limited to [reasonable and customary](#) charges for the area in which they are incurred.

MY BENEFIT PLAN SUMMARY

Calendar Year <u>Deductible</u> : (per person/per family)	No deductible
Your <u>Co-pay</u> :	0%
Maximum Number of Days per Trip:	60 days
Your Plan Covers	Maximum Plan Pays
<u>Emergency Services</u> :	\$5,000,000 per incident
<u>Referral Services</u>	\$50,000 per calendar year

Before you travel, visit greenshield.ca for important information you will need to know if you experience a medical emergency while you are travelling.

DENTAL SUMMARY

The dental benefits shown below will be eligible if they are necessary for the prevention of dental disease or treatment of dental disease or injury and reimbursement will be limited to the amount stated in the Provincial Dental Association Fee Guide indicated below.

Calendar Year <u>Deductible</u> (per person/per family):	No deductible
Dental <u>Fee Guide</u> (General Practitioners):	Current province of residence
Your <u>Co-pay</u>	
<u>Basic Services</u> :	0%
<u>Comprehensive Basic Services</u> :	0%
<u>Major Services</u> :	50%
<u>Orthodontics</u> :	50%
Your Plan Covers	
Basic Services	Unlimited for all Basic and Comprehensive Basic Services
Comprehensive Basic Services	
Major Services	
• Dentures	\$1,000 every calendar year
• Crowns and Bridgework	\$2,000 every calendar year
Orthodontics	\$1,500 per lifetime
Summary of Covered Benefits	
Basic Services include recall visits once every 6 months, fillings and extractions	
Comprehensive Basic Services include root canal therapy, periodontal scaling/root planing and denture relining/rebasing, repairs, or adjustments	
Major Services include crowns, dentures and/or bridgework (replacements of each limited to once every 36 months)	
Orthodontics includes treatment to straighten teeth/correct the bite	

HEALTH CARE SPENDING ACCOUNT SUMMARY
(For Active Plan Members Only)

This Health Care Spending Account (HCSA) is funded by your plan sponsor and administered by GSC. It can be used to pay for health and dental expenses that are not covered by your group benefit plan or your provincial health plan.

Lump sum per plan member	As determined by your plan sponsor
Benefit Year: January 1st to December 31st	

ABOUT THIS SUMMARY

This information is intended to provide an overview of the coverage available. Detailed benefit information about your coverage, including limitations and exclusions applicable to the benefits appearing in this summary, which will form part of your Benefit Plan Booklet, will be available online at greenshield.ca.

Termination – Active

Coverage will terminate upon the earlier of:

- the date you attain age 80; or
- the date your plan sponsor advises GSC you are no longer eligible for coverage.

Termination – Retired

Coverage will terminate upon the earlier of:

- the end of the month in which you attain age 65; or
- the date your plan sponsor advises GSC that you are no longer eligible for coverage.

Coverage for your dependents will terminate upon the earlier of termination of your coverage or the date your dependent no longer satisfies the definition of a [dependent](#).

You will receive Identification Cards showing your GSC Identification Number to be used on all claims and correspondence, and for identification purposes when speaking with our Customer Service Centre. Your number will appear on the front of the card and end in -00, while each of your dependents with their numbers will be shown on the back.

GSC everywhere – INFORMATION YOUR WAY

In addition to this summary, and our Customer Service Centre, we also provide you with access to our secure website. Self-service through the GSC website makes things quick, convenient and easy. Register with GSC to:

- View your Benefit Plan Booklet
- Access your personal claims information claims history, including a breakdown of how your claims were processed
- Simulate a claim Check your eligibility and coverage for health services or items to instantly find out what portion of a claim will be covered
- Submit certain claims online (some claims can even be processed instantly if you are signed up for direct deposit)
- Search for a drug to get information specific to your own coverage (or coverage for your family)
- Search for eligible dental, paramedical, and vision care GSC-vetted health providers in a particular location (within Canada) that will submit your claims for you
- Search for vision and hearing care providers who offer discounts to GSC plan members through our Preferred Provider Network
- Arrange for claim payments to be deposited directly into your bank account
- Print personalized claim forms and replacement Identification access your digital ID Cards
- Print personal Explanation of Benefits statements for when you need to co-ordinate benefits

Register online at greenshield.ca and see what our website can do for you!

OUR COMMITMENT TO PRIVACY

The GSC Privacy Code balances the privacy rights of our group and benefit plan members and their dependents, and our employees, with the legitimate information requirements to provide customer service.

To read our privacy policies and procedures, please visit us at greenshield.ca.

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DEFINITIONS

Unless specifically stated otherwise, the following definitions will apply throughout this booklet.

Allowed amount means, as determined by GSC:

- a) Drugs – the GSC National Pricing Policy and/or the [reasonable and customary](#) charge;
- b) Extended Health Services – the [reasonable and customary](#) charge for the service or supply but not more than the prevailing charge in the area in which the charge is made for a like service or supply;
- c) Dental – the [fee guide](#) as specified in the Summary of Benefits.

Biologic drug means a drug that is produced using living cells or microorganisms (e.g., bacteria) and are often manufactured using a specific process known as DNA technology.

Biosimilar drug means a biologic drug demonstrated to be similar to a reference biologic drug already authorized for sale by Health Canada.

Calendar year means the 12 consecutive months commencing on January 1st to December 31st of each year.

Co-pay means the eligible allowed amount that must be paid by you or your dependent before reimbursement of an expense will be made.

Covered person means the plan member who has been enrolled in the plan or his or her enrolled dependents.

Custom made boots or shoes means footwear used by an individual whose condition cannot be accommodated by existing footwear products. The fabrication of the footwear involves making a unique cast of the covered person's feet and the use of 100% raw materials. (This footwear is used to accommodate the bony and structural abnormalities of the feet and lower legs resulting from trauma, disease or congenital deformities.)

Custom made foot orthotics means devices made from a 3-dimensional model of an individual's foot and made from raw materials. (These devices are used to relieve foot pain related to biomechanical misalignment to the feet and lower limbs.)

Deductible is the amount that must be paid by or on behalf of you and your dependent in any calendar year before reimbursement of an eligible expense will be made.

Dependent means

- a) your spouse, if you are legally married or if not legally married, you have lived in a common-law relationship for 12 continuous months. Only one spouse will be considered at any time as being covered under the group contract;
- b) your unmarried child under age 21;
- c) your unmarried child under age 25, if enrolled and in full-time attendance at an accredited college, university or educational institute;
- d) your unmarried child (regardless of age) who became totally disabled while eligible under b) or c) above, and has been continuously so disabled since that time and is considered a dependent as defined under the Income Tax Act, also qualify as a dependent;
- e) for Health Care Spending Account, in addition to your dependents above, your relative who is a Canadian resident and dependent on you for support and for whom you are claiming a tax deduction on your federal tax return, as outlined in the rules and regulations of the Canadian Income Tax Act.

Your child (your or your spouse's natural, legally adopted or stepchildren) must reside with you in a parent-child relationship or be dependent upon you (or both) and not regularly employed.

Children who are in full-time attendance at an accredited school do not have to reside with you or attend school in your province. If the school is in another province or country, you must apply to your provincial health insurance plan for an extension of coverage to ensure your child continues to be covered under a provincial health insurance plan.

Fee guide means the list of dental procedure codes developed by and maintained by the Canadian Dental Association, adopted by the provincial or territorial dental association of the province or territory in which the service is provided (or your province of residence if any dental service is provided outside Canada) and in effect at the time the service is provided.

Injury means an unexpected or unforeseen event that occurs as a direct result of a violent, sudden and unexpected action from an outside source.

Off-label use means using a drug for a purpose or to treat a condition other than what Health Canada has approved that drug to be used.

Plan member means you, when you are enrolled for coverage.

Private room for hospital accommodation means a room having only one treatment bed.

Reasonable and customary means in the opinion of GSC, the usual charge of the provider for the service or supply, in the absence of insurance, but not more than the prevailing charge in the area for a like service or supply.

Reference biologic drug means a biologic drug that is first authorized for sale by Health Canada.

Rendered amount means the amount charged by a provider for a service and submitted for payment of a claim.

Semi-private room for hospital accommodation means a room having only two treatment beds.

ELIGIBILITY

For You

Non-Retired Plan Members

To be eligible for coverage, you must be a full-time plan member who is:

- a) a resident of Canada;
- b) covered under your provincial health insurance plan;
- c) under age 80; and
- d) actively at work and working a minimum of 37.5 hours per week on a regular basis.

Retired Plan Members

To be eligible for coverage, you must be a retired plan member who is:

- a) a resident of Canada; and
- b) covered under your provincial health insurance plan; and
- c) under the age of 65.

For Your Dependents

To be eligible for coverage you must be:

- a) covered under this plan; and
- b) each dependent must be covered under a provincial health insurance plan.

Coverage Effective Date

Your coverage begins on the date you become eligible for coverage, have satisfied the eligibility requirements and you are enrolled under the plan.

You will be eligible for coverage on the first of the month following 3 months of continuous active employment.

Your dependent coverage will begin on the same date as your coverage.

If you have waived eligibility due to having coverage through your spouse's benefit plan, you must request coverage from your plan sponsor within 31 days after termination of the coverage under your spouse's plan.

Your plan sponsor is solely responsible for submitting all required forms to GSC as of the Effective Date of this plan or as of the first date that you become eligible.

Termination

Non-retired Plan Members

Your coverage will end on the earliest of the following dates:

- a) the date your employment ends;
- b) the date you are no longer actively working;
- c) the date you attain age 80;
- d) the end of the period for which rates have been paid to GSC for your coverage;
- e) the date the group contract terminates.

Retired Plan Members

Your coverage will end on the earliest of the following dates:

- the end of the month in which you attain age 65;
- the end of the period for which rates have been paid to GSC for your coverage;
- the date the group contract terminates.

Dependent coverage will end on the earliest of the following dates:

- a) the date your coverage terminates;
- b) the date your dependent is no longer an eligible dependent;
- c) the date on which your dependent child attains the specified age limit;
- d) the end of the period for which rates have been paid for dependent coverage;
- e) the date the group contract terminates.

Dependent Children Continuation of Coverage

Any child whose coverage would end because they have reached the specified age limit may qualify for continued coverage, subject to the following conditions:

- a) your child became dependent upon you by reason of a mental or physical disability prior to reaching this age; and
- b) your child has been continuously so disabled since that time.

Survivor Continuation of Coverage

(not applicable to Health Care Spending Account)

In the event of your death while covered by this plan, coverage will continue for your eligible covered dependents until the earliest of the following dates:

- a) 24 months after the date of your death;
- b) the date the covered person would no longer be considered a dependent under the plan if you were still alive; or
- c) the date the benefit under which your dependent is covered terminates.

Losing your Group Benefits?

If your coverage terminates under your Plan Sponsor's benefit plan, you may apply for one of GSC's individual Health and Dental Link plans. Acceptance for these plans is guaranteed as long as GSC receives your application and the initial payment within 90 days of your employee benefits termination date. There are no health questions and no medical when you apply. These plans offer coverage for medications that treat pre-existing conditions. Best of all, they provide lifetime coverage. Please contact Selectpath at 1.888.327.5777 where an authorized representative can review the options available to you and advise you on the coverage that best suits your needs.

DESCRIPTION OF BENEFITS

HEALTH BENEFIT PLAN

The benefits described in this section will be eligible, up to the amount shown in the Summary of Benefits, if they are medically necessary for the treatment of an illness or injury. Reimbursement will be limited to [reasonable and customary](#) charges in addition to any specific limitations and maximums stated in the Summary of Benefits and as stated in this Description of Benefits.

Prescription Drugs

Prescription drug benefits, up to the amount shown in the Summary of Benefits, that:

- a) are prescribed by a legally qualified medical practitioner or dental practitioner as permitted by law; and
- b) legally require a prescription and have a Drug Identification Number (DIN); and
- c) are approved under GSC's drug review process; and
- d) are paid on a Pay Direct basis.

GSC reserves the right to manage its drug formularies through an evidence-based review process in which drugs are evaluated based on overall value taking into account clinical efficacy, safety, unmet need and plan affordability. Formulary management includes the right to:

- add a drug to GSC's formularies;
- exclude or remove a drug from GSC's formularies regardless of Health Canada approval and/or the existence of provincial coverage;
- place restrictions on a formulary drug as determined by GSC. Restrictions may include, but are not limited to, GSC's pre-approval of the drug before the claim can be reimbursed, requirement to obtain the drug through an approved provider, and requirement to obtain a lower cost alternative of the same treatment such as a generic or a [biosimilar drug](#).

If approved by GSC, this plan includes drugs with a Drug Identification Number (DIN) that do not legally require a prescription, including, but not limited to nitroglycerin, insulin and all other approved injectables, as well as related supplies such as diabetic syringes, needles, lancets, testing agents, limited access drugs and some over-the-counter drugs. In addition, this plan includes vaccines.

Certain drugs require prior approval from GSC before your drug claim can be reimbursed. Further, certain drugs defined by GSC as specialty, high cost drugs may be required to be purchased from an approved pharmacy that is a member of GSC's Specialty Drug Preferred Provider Network (PPN) before your claim can be reimbursed. You can find out if your drug requires prior approval or is included in the PPN either by checking your coverage under "Your Health Benefits" on GSC *everywhere*, or by contacting GSC's Customer Service Centre.

Maintenance drugs required to treat lifelong chronic conditions may be required to be purchased in a 90-day supply of a prescription at any one time. Non-maintenance drugs may be purchased in a supply not exceeding 3-months (90-day) supply of a prescription at any one time. However, for all drugs, 6 months for a vacation supply may be purchased and not more than a 13-month supply in any 12 consecutive months.

Generic drug substitution

Reimbursement will be made for the cost of the lowest priced equivalent drug based on specific provincial regulations, unless your medical or dental practitioner has written that there is to be no substitution of the prescribed drug or medicine.

NOTE:

Drug Benefit over age 65: The Drug Benefit co-pay and the deductible (where applicable) in your province of residence are eligible benefits.

Quebec residents only: Legislation requires GSC to follow the RAMQ (The Regie de l'assurance maladie du Quebec) reimbursement guidelines for all residents of Quebec. If you are younger than age 65, you must enroll for the GSC Prescription Drugs benefit plan and GSC will be the only payer. If you are age 65 or older, enrolment in RAMQ is automatic, enrolment in the GSC Prescription Drugs benefit plan is optional, and RAMQ would be first payer.

If any provisions of this plan do not meet the minimum requirements of the RAMQ plan, adjustments are automatically made to meet RAMQ requirements.

Eligible benefits do not include and no amount will be paid for:

- a) Drugs for the treatment of obesity and erectile dysfunction;
- b) [Reference biologic drugs](#) that have an approved [biosimilar](#);
- c) Vitamins that do not legally require a prescription;
- d) Smoking cessation oral drugs and Nicotine replacement products, such as patches, gum, lozenges, and inhalers;
- e) Products which may lawfully be sold or offered for sale other than through retail pharmacies, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required, unless specifically identified and included as eligible in "Prescription Drugs";
- f) Ingredients or products which have not been approved by Health Canada for the treatment of a medical condition or disease and are deemed to be experimental in nature and/or may be in the testing stage;
- g) Mixtures, compounded by a pharmacist, that do not conform to GSC's current Compound Policy.

Extended Health Services

Hospital Accommodation: Provided your provincial health insurance plan has accepted or agreed to pay the ward or standard rate, reimbursement for hospital accommodation shown in the Summary of Benefits will be limited to:

- a) [reasonable and customary](#) charges in the area where received, for semi-private or private accommodation in a public general hospital; and
- b) \$10 per day, limited to 120 days per medical event for semi-private accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital (immediately following at least 3 consecutive days of confinement for acute care in a public general hospital).

Hearing Care: Reimbursement for hearing aids, if recommended or approved by the attending legally qualified medical practitioner, up to the amount shown in the Summary of Benefits. No amount will be paid for batteries, repairs or replacement parts.

Medical Items and Services: When prescribed by a legally qualified medical practitioner, unless specified otherwise below, reimbursement for [reasonable and customary](#) charges, up to the amount, where applicable, as shown in the Summary of Benefits for:

- a) Aids for daily living such as:
 - i) manual hospital style beds, including mattresses;
 - ii) bedpans, standard commodes and urinals;
 - iii) decubitus (bedridden) supplies and I.V. stands;

- b) Footwear, when prescribed by your attending physician, nurse practitioner, podiatrist or chiropodist, and dispensed by your podiatrist, chiropodist, chiropractor, orthotist, or pedorthist:
 - i) custom-made foot orthotics or repairs to custom made foot orthotics;
 - ii) custom-made boots or shoes, modifications and repairs to custom made boots or shoes, or footwear as an integral part of a brace, (subject to a medical pre-authorization);
- c) Braces, casts;
- d) Diabetic equipment and supplies, such as:
 - i) insulin pump supplies;
 - ii) insulin infusion pump, limited to 1 per lifetime;
 - iii) glucose monitoring system sensors;
- e) Viscosupplementation therapy;
- f) Mobility aids and medical items, such as:
 - i) crutches, and walkers;
 - ii) wheelchairs and scooters (including batteries);
- g) Standard prosthetics, such as:
 - i) arm, hand, leg, foot, eye, larynx,
 - ii) external breast prosthesis;
 - iii) post-mastectomy bra, limited to 2 every calendar year;
- h) Respiratory/Cardiology equipment, such as:
 - i) inhalant devices;
 - ii) oxygen and equipment for its administration;
 - iii) tracheotomy supplies;
 - iv) aerochamber;
- i) Compression stockings with a pressure measurement of 20 mmhg or higher, limited to 4 pairs every calendar year;
- j) Wigs for temporary or permanent hair loss as a result of a medical condition, limited to 1 per lifetime.

Some items may require pre-authorization. To confirm eligibility prior to purchasing or renting equipment, submit a Pre-Authorization Form to GSC.

Limitations

- a) The rental price of durable medical equipment will not exceed the purchase price. GSC's decision to purchase or rent will be based on the legally qualified medical practitioner's estimate of the duration of need as established by the original prescription. Rental authorization may be granted for the prescribed duration. Equipment that has been refurbished by the supplier for resale is not an eligible benefit;
- b) Durable medical equipment must be appropriate for use in the home, able to withstand repeated use and generally not useful in the absence of illness or injury;
- c) When deluxe medical equipment is a covered benefit, reimbursement will be made only when deluxe features are required in order for the covered person to effectively operate the equipment. Items that are not primarily medical in nature or that are for comfort and convenience are not eligible.

Emergency Transportation: Reimbursement for reasonable and customary charges for professional land or air ambulance to the nearest hospital equipped to provide the required treatment, when medically required as the result of an injury, illness or acute physical disability.

Private Duty Nursing in the Home: Reimbursement for the services of a Registered Nurse (R.N.) in the home on a shift basis, up to the amount shown in the Summary of Benefits. No amount will be paid for services which are custodial and/or services which do not require the skill level of a Registered Nurse (R.N.).

A Pre-Authorization Form for Private Duty Nursing must be completed by the attending physician and submitted to GSC.

Paramedical Practitioners: Reimbursement for the services of the practitioners included, up to the amount shown in the Summary of Benefits, when the practitioner rendering the service is licensed by their provincial regulatory agency or a registered member of a professional association and that association is recognized by GSC. Please contact the GSC Customer Service Centre to confirm practitioner eligibility.

Accidental Dental: Reimbursement for the services of a licensed dental practitioner for dental care to natural teeth when necessitated by a direct blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident must occur while the coverage is in force. When natural teeth have been damaged eligible services are limited to one set of artificial teeth. You must notify GSC immediately following the accident and the treatment must commence within 90 days of the accident.

GSC will not be liable for any services performed after the earlier of a) 365 days following the accident, or b) the date you or your dependent cease to be covered under this plan.

No amount will be paid for periodontia or orthodontia treatments or the repair or replacement of artificial teeth.

Charges will be based on the current Provincial Dental Association [Fee Guide](#) for General Practitioners in the province where services are rendered. Approval will be based on the current status and/or benefit level of the covered person at the time that we are notified of the accident. Any change in coverage will alter GSC's liability.

In the event of a dental accident, claims should be submitted under the health benefit plan before submitting them under the dental plan.

Vision: Reimbursement for the services performed by a licensed Optometrist, Optician or Ophthalmologist, up to the amounts shown in the Summary of Benefits, for:

- a) Prescription eyeglasses or contact lenses;
- b) Optometric eye examinations for visual acuity performed by a licensed optometrist, ophthalmologist or physician. This benefit is available only in those provinces where eye examinations are not covered by the provincial health insurance plan;
- c) Medically necessary contact lenses when visual acuity cannot otherwise be corrected to at least 20/40 in the better eye or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames;
- d) Replacement parts for prescription eyeglasses;
- e) Laser eye surgery.

Eligible benefits do not include and no amount will be paid for:

- a) Prescription industrial safety eyeglasses;
- b) Medical or surgical treatment, unless specifically identified and included as eligible in "Vision" above;
- c) Special or unusual procedures such as, but not limited to, visual training (unless specifically identified and included as eligible in "Vision"), orthoptics, subnormal vision aids and aniseikonic lenses;
- d) Follow-up visits associated with the dispensing and fitting of contact lenses;
- e) Charges for eyeglass cases.

Health Exclusions

Eligible benefits do not include and reimbursement will not be made for:

1. Services or supplies received as a result of disease, illness or injury due to:
 - a) an act of war, declared or undeclared;
 - b) participation in a riot or civil commotion; or
 - c) attempting to commit or committing a criminal offence or illegal act;
2. Between SIMUS member hospitals, the eligible semi-private accommodation will be covered by the applicable hospital, not GSC;
3. Services or supplies provided while serving in the armed forces of any country;
4. Failure to keep a scheduled appointment with a legally qualified medical or dental practitioner;
5. Any treatment, drug, service, or supply received outside of Canada on a non-emergency basis;
6. Charges for the translation or completion of any claim forms and/or insurance reports;
7. Any form of medical cannabis for the treatment of any medical condition, regardless of whether it is authorized by way of a medical document or prescription from a legally-authorized medical practitioner and obtained from a Health Canada-licensed producer pursuant any federal or provincial legislation or regulation regarding access to and/or distribution of medical cannabis;
8. Any specific treatment or drug which:
 - a) does not meet accepted standards of medical, dental or ophthalmic practice, including charges for services or supplies which are experimental in nature;
 - b) is not considered to be effective (either medically or from a cost perspective) as determined by GSC's drug review process regardless if Health Canada's approved the drug;
 - c) is an adjunctive drug prescribed in connection with any treatment or drug that is not an eligible service;
 - d) is administered in a hospital or is required to be administered in a hospital in accordance with Health Canada's approved indication for use;
 - e) is not dispensed by the pharmacist in accordance with the payment method shown under the Prescription Drugs benefit;
 - f) is not being used and/or administered in accordance with Health Canada's approved indication for use, even though such drug or procedure may customarily be used in the treatment of other illnesses or injuries (i.e. [off-label use](#));
9. Services or supplies that:
 - a) are not recommended, provided by or approved by the attending legally qualified (in the opinion of GSC) medical practitioner or dental practitioner as permitted by law;
 - b) are legally prohibited by the government from coverage;
 - c) you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage or for which payment is made on your behalf by a not-for-profit prepayment association, insurance carrier, third party administrator, like agency or a party other than GSC, your plan sponsor or you;
 - d) are provided by a health practitioner whose license by the relevant provincial regulatory and/or professional association has been suspended or revoked;
 - e) are not provided by a designated provider of service in response to a prescription issued by a legally qualified health practitioner;

- f) are used solely for recreational or sporting activities and which are not medically necessary for regular activities;
- g) are primarily for cosmetic or aesthetic purposes, or are to correct congenital malformations;
- h) are provided by an immediate family member related to you by birth, adoption, or by marriage and/or a practitioner who normally resides in your home. An immediate family member includes a parent, spouse, child or sibling;
- i) are provided by your plan sponsor and/or a practitioner employed by your plan sponsor, other than as part of an employee assistance plan;
- j) are a replacement of lost, missing or stolen items, or items that are damaged due to negligence. Replacements are eligible when required due to natural wear, growth or relevant change in your medical condition but only when the equipment/prostheses cannot be adjusted or repaired at a lesser cost and the item is still medically required;
- k) are video instructional kits, informational manuals or pamphlets;
- l) are for medical or surgical audio and visual treatment;
- m) are special or unusual procedures such as, but not limited to, orthoptics, visual training, subnormal vision aids and aniseikonic lenses;
- n) are delivery and transportation charges;
- o) are for Insulin pumps and supplies (unless otherwise covered under the plan);
- p) are for medical examinations, audiometric examinations or hearing aid evaluation tests;
- q) are batteries, unless specifically included as an eligible benefit;
- r) are a duplicate prosthetic device or appliance;
- s) are from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body;
- t) would normally be paid through any provincial health insurance plan, Workplace Safety and Insurance Board or tribunal, the Assistive Devices Program or any other government agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made;
- u) were previously provided or paid for by any governmental body or agency, but which have been modified, suspended or discontinued as a result of changes in provincial health plan legislation or de-listing of any provincial health plan services or supplies;
- v) may include but are not limited to, drugs, laboratory services, diagnostic testing or any other service which is provided by and/or administered in any public or private health care clinic or like facility, medical practitioner's office or residence, where the treatment or drug does not meet the accepted standards or is not considered to be effective (either medically or from a cost perspective, based on Health Canada's approved indication for use);
- w) are provided by a medical practitioner who has opted out of any provincial health insurance plan and the provincial health insurance plan would have otherwise paid for such eligible service;
- x) relates to treatment of injuries arising from a motor vehicle accident;
 Note: Payment of benefits for claims relating to automobile accidents for which coverage is available under a motor vehicle liability policy providing no-fault benefits will be considered only if—
 - i) the service or supplies being claimed is not eligible; or
 - ii) the financial commitment is complete;
 A letter from your automobile insurance carrier will be required;
- y) are cognitive or administrative services or other fees charged by a provider of service for services other than those directly relating to the delivery of the service or supply.

TRAVEL**(For Active Plan Members Only)**

Important: This Travel benefit includes requirements, limitations, and exclusions that can affect eligibility and/or reimbursement of incurred expenses. You must be accurate and complete in your dealings with GSC at all times. Please take the time to read through this benefit before you travel to ensure you are aware of the terms and conditions, making note of the following:

- With the exception of the "Referral Services", this Travel benefit is an emergency medical benefit only and provides coverage while you are temporarily outside of your regular province/territory of residence for vacation, education, or business reasons. It does not cover any non-emergency, elective, cosmetic, or experimental treatment, surgery, procedure, or any other service a covered person chooses to have performed outside of his or her home province/territory – whether pre-planned or not.
- GSC reserves the right to review your medical information at the time of claim. Any invasive or investigative procedures must be pre-approved by GSC Travel Assistance. If the covered person is the patient and it is medically impossible for the covered person to call prior to obtaining emergency treatment, it is extremely important to have someone call GSC Travel Assistance on the covered person's behalf within 48 hours. If GSC Travel Assistance is not notified within the first 48 hours, reimbursement of incurred expenses may be limited to the lesser of the amount of only those expenses incurred within the first 48 hours of any and each treatment/incident or the plan maximum. This means the covered person will be responsible for all expenses thereafter.

Emergency means a sudden and unforeseen Medical Condition that requires Treatment. An emergency no longer exists when the evidence reviewed by GSC Travel Assistance indicates that no further Treatment is required at destination or you are able to return to your province/territory of residence for further Treatment. If GSC Travel Assistance determines that you transfer to another facility or return to your home province/territory of residence, and you choose not to, the benefits will not be paid for further medical treatment and coverage will be limited for unrelated events.

Emergency excludes Treatment of a **Pre-existing Condition** that was not completely **Stable** for the 90-day period immediately preceding the covered person's departure.

Pre-existing Condition means any Medical Condition that exists prior to the date of the covered person's departure.

Medical Condition means any disease, illness or injury (including symptoms of undiagnosed conditions).

A Medical Condition is considered **Stable** when all of the following statements are true during the 90-day period immediately preceding the date of the covered person's departure.

- a) There has not been any new Treatment prescribed or recommended, or change(s) to existing Treatment (including stoppage in Treatment), and
- b) The Medical Condition has not become worse, and
- c) There has not been any new, more frequent, or more severe symptoms, and
- d) There has been no hospitalization or referral to a specialist, and
- e) There have not been any tests, investigation or Treatment recommended, but not yet complete, nor any outstanding test results, and
- f) There is no planned or pending treatment, and
- g) There has not been any change to an existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug.

The following are not considered changes to existing prescribed drug Treatment.

- i. Routine dosage adjustments of Coumadin, Warfarin, or insulin, as long as these medications have not been newly prescribed or stopped;
- ii. A change from a brand name to a generic equivalent product as long as the dosage is the same – including a transition from a biologic to a biosimilar product;
- iii. A decrease in the dosage of a medication due to the improvement of a condition

All of the above conditions must be met during the 90-day period prior to the covered person's departure in order for a Medical Condition to be considered Stable.

Treat, Treated, Treatment means a procedure prescribed, performed, or recommended by a Physician for a Medical Condition. This includes but is not limited to prescribed medication, investigative testing, and surgery.

- To qualify for benefits, the claimants must be covered by their respective provincial/territorial government health plan or equivalent at the time the expenses are incurred; otherwise, there is no coverage under this benefit.
- Eligible travel benefits will be considered based on the [reasonable and customary](#) charges in the area where they were received, less the amount payable by your provincial/territorial health insurance plan, if your province/territory provides such coverage.
- All dollar maximums and limitations are stated in Canadian currency. Reimbursement will be made in Canadian funds or U.S. funds for both providers and plan members, based on the country of the payee. For payments that require currency conversion, the rate of exchange used will be the rate in effect on the date of service of the claim.
- Eligible benefits are limited to the maximum days per trip shown in the Summary of Benefits commencing with the date of departure from your province/territory of residence. If you are hospitalized on the last day shown in the Summary of Benefits, your benefits will be extended until the date of discharge.

Eligible travel expenses include the following:

Hospital services and accommodation up to a standard ward rate in a public general hospital;

Medical/surgical services rendered by a legally qualified physician or surgeon to relieve the symptoms of, or to cure an unforeseen illness or injury;

Emergency Transportation

- **Land ambulance** to the nearest qualified medical facility
- **Air ambulance** - the cost of air evacuation (including a medical attendant when necessary) between hospitals and for hospital admission into Canada when approved in advance by your provincial/territorial health insurance plan or to the nearest qualified medical facility

Referral services – (a) hospital services and accommodation, up to a standard ward rate in a public general hospital, and/or (b) medical surgical services rendered by a legally qualified physician or surgeon;

- **Prior to the commencement of any referral treatment, written pre-authorization** from your provincial/territorial health insurance plan and GSC **must be obtained**. Your provincial/territorial health insurance plan may cover this referral benefit entirely.

You must provide GSC with a letter from your attending physician stating the reason for the referral, and a letter from your provincial/territorial health insurance plan outlining their liability. Failure to obtain pre-authorization will result in non-payment.

Services of a registered private nurse up to a maximum of \$5,000 per calendar year, at the [reasonable and customary](#) rate charged by a qualified Registered Nurse (R.N.) registered in the jurisdiction in which treatment is provided. You must contact GSC Travel Assistance for pre-approval;

Diagnostic laboratory tests and X-rays when prescribed by the attending physician. Except in emergency situations, GSC Travel Assistance must pre-approve these services (i.e. cardiac catheterization or angiogram, angioplasty and bypass surgery);

Reimbursement of prescriptions for drugs, serums and injectables which require a prescription by law and are prescribed by a legally qualified medical practitioner (vitamins, patent and proprietary drugs are excluded). Submit to GSC Travel Assistance the original paid receipt from the pharmacist, physician or hospital outside your province/territory of residence showing the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost;

Medical appliances including casts, crutches, canes, slings, splints and/or the temporary rental of a wheelchair when deemed medically necessary and required due to an accident which occurs, and when the devices are obtained outside your province/territory of residence;

Treatment by a dentist only when required due to a direct accidental blow to the mouth up to a maximum of \$2,000. Treatments (prior to and after return) must be provided within 90 days of the accident. Details of the accident must be provided to GSC Travel Assistance along with dental X-rays;

Coming Home - when your emergency illness or injury is such that:

- GSC Travel Assistance specifies in writing that you should immediately return to your province/territory of residence for immediate medical attention, reimbursement will be made for the extra cost incurred for the purchase of a one-way economy airfare, plus the additional economy airfare if required to accommodate a stretcher, to return you by the most direct route to the major air terminal nearest the departure point in your province/territory of residence.

This benefit assumes that you are not holding a valid open-return air ticket. Charges for upgrading, departure taxes, cancellation penalties or airfares for accompanying family members or friends are not included;

- GSC Travel Assistance or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, reimbursement will be made for the cost incurred for one round trip economy airfare and the [reasonable and customary](#) fee charged by a medical attendant who is not your relative by birth, adoption or marriage and is registered in the jurisdiction in which treatment is provided, plus overnight hotel and meal expenses if required by the attendant

Cost of returning your personal use motor vehicle to your residence or nearest appropriate vehicle rental agency when you are unable to due to sickness, physical injury or death, up to a maximum of \$1,000 per trip. GSC Travel Assistance requires original receipts for costs incurred, i.e. gasoline, accommodation and airfares;

Meals and accommodation up to \$1,500 (maximum of \$150 per day for up to 10 days) will be reimbursed for the extra costs of commercial hotel accommodation and meals incurred by you when you remain with a travelling companion or a person included in the "family" coverage, when the trip is delayed or interrupted due to an illness, accidental injury to or death of a travelling companion. This must be verified in writing by the attending legally qualified physician or surgeon and supported with original receipts from commercial organization;

Transportation to the bedside including round trip economy airfare by the most direct route from your province/territory of residence, for any one spouse, parent, child, brother or sister, and up to \$150 per day for a maximum of 5 days for meals and accommodation at a commercial establishment will be paid for that family member to:

- be with you or your covered dependent when confined in hospital. This benefit requires that the covered person must eventually be an inpatient for at least 7 days outside your province/territory of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit
- identify a deceased prior to release of the body

Return airfare if the personal use motor vehicle of you or your covered dependent is stolen or rendered inoperable due to an accident, reimbursement will be made for the cost of a one-way economy airfare to return you by the most direct route to the major airport nearest your departure point in your province/territory of residence. An official report of the loss or accident is required;

Return of deceased up to a maximum of \$5,000 toward the cost of embalming or cremation in preparation for homeward transportation in an appropriate container of yourself or your covered dependent when death is caused by illness or accident. The body will be returned to the major airport nearest the point of departure in your province/territory of residence. The benefit excludes the cost of a burial coffin or any funeral-related expenses, makeup, clothing, flowers, eulogy cards, church rental, etc.

GSC TRAVEL ASSISTANCE SERVICE

The following services are available 24 hours per day, 7 days per week through GSC's international medical service organization.

These services include:

- Access to Pre-trip Assistance (prior to departure): Canada Direct Calling Codes; information about vaccinations; government issued travel advisories; and VISA/document requirements for entry into country of destination
- Multilingual assistance
- Assistance in locating the nearest, most appropriate medical care
- International preferred provider networks
- Medical consultation and monitoring to review appropriateness and quality of medical care
- Assistance in establishing contact with family, personal physician and employer as appropriate
- Monitoring of progress during treatment and recovery and confirming when the patient is medically fit for transportation when a transfer or repatriation is necessary
- Emergency message transmittal services
- Translation services and referrals to local interpreters as necessary, pertaining to the medical emergency
- Verification of coverage facilitating entry and admissions into hospitals and other medical care providers
- Special assistance regarding the co-ordination of direct claims payment
- Co-ordination of embassy and consular services
- Management, arrangement and co-ordination of emergency medical transportation and evacuation as necessary
- Management, arrangement and co-ordination of repatriation of remains
- Special assistance in making arrangements for interrupted and disrupted travel plans resulting from emergency situations to include:
 - the return of unaccompanied travel companions

- travel to the bedside of a stranded person
- rearrangement of ticketing due to accident or illness and other travel related emergencies
- the return of a stranded personal use motor vehicle and related personal items
- Knowledgeable legal referral assistance
- Co-ordination of securing bail bonds and other legal instruments
- Guidance in replacing lost or stolen travel documents including passports
- Courtesy assistance in securing incidental aid and other travel related services

How Travel Assistance Service Works

For assistance dial 1.800.936.6226 within Canada and the United States or call collect 0.519.742.3556 when traveling outside Canada and the United States. These numbers appear on your GSC Identification Card.

Quote your GSC Identification Number, found on your GSC Identification Card, and explain your medical emergency. **You must always be able to provide your GSC Identification Number and your provincial/territorial health insurance plan number.**

A multilingual Assistance Specialist will provide direction to the best available medical facility or legally qualified physician able to provide the appropriate care.

Upon admission to a hospital or when consulting a legally qualified physician or surgeon for major emergency treatment, GSC Travel Assistance will guarantee the provider (hospital, clinic or physician), that you have the required provincial/territorial health insurance plan coverage and GSC travel benefits as detailed above.

GSC Travel Assistance will follow your progress to ensure that you are receiving the best available medical treatment. GSC Travel Assistance also keeps in constant communication with your family physician and your family, depending on the severity of your condition.

When calling collect while travelling outside Canada and the United States, you may require a Canada Direct Calling Code. In the event that a collect call is not possible, keep your receipts for phone calls made to GSC Travel Assistance and submit them for reimbursement upon your return to Canada.

Travel Limitations

1. Coverage becomes effective at the time you or your dependent crosses the provincial/territorial border departing from their province/territory of residence and terminates upon crossing the border returning to their province/territory of residence on the return home. If traveling by air, coverage becomes effective at the time the aircraft takes off in the province/territory of residence and terminates when the aircraft lands in the province/territory of residence on the return home.
2. GSC Travel Assistance must be notified before obtaining [Emergency Treatment](#) in order for GSC Travel Assistance to:
 - confirm coverage; and
 - provide pre-approval of treatment.

If it is medically impossible for the covered person to call prior to obtaining Emergency Treatment, GSC Travel Assistance requires either the covered person or someone on behalf of the covered person to call GSC Travel assistance within 48 hours of commencement of treatment.

If GSC Travel Assistance is not notified before the Emergency Treatment was received, benefits will be limited to the lesser of the amount of only those expenses incurred within the first 48 hours of any and each treatment/incident or the plan maximum. This means you will be responsible for all expenses thereafter.

3. After your medical emergency treatment has started, GSC Travel Assistance must assess and pre-approve additional medical treatment. If you undergo tests as part of a medical investigation, treatment or surgery, obtain treatment or undergo surgery that is not pre-approved, your claim will not be paid. This includes invasive testing, surgery, cardiac catheterization, other cardiac procedures, transplants, MRI.
4. Repatriation is mandatory when GSC Travel Assistance determines that the covered person should transfer to another facility or return to the home province/territory of residence for treatment, or at the end of the emergency. If you choose not to return:
 - no benefits will be paid for any further medical treatment;
 - no benefits will be paid for any recurrence or complications related directly or indirectly to the Medical Condition that caused the emergency; and
 - for the remainder of the trip, coverage will be limited to Medical Conditions completely unrelated to the Medical Condition that caused the emergency.
5. Air ambulance services will only be eligible if:
 - they are pre-approved by GSC Travel Assistance
 - there is a medical need for you or your dependent to be confined to a stretcher or for a medical attendant to accompany you during the journey
 - you or your dependent are admitted directly to a hospital in your province/territory of residence, and
 - medical reports or certificates from the dispatching and receiving legally qualified physicians are submitted to GSC Travel Assistance
 - proof of payment (including air ticket vouchers or air carrier invoices) is submitted to GSC Travel Assistance
6. If planning to travel in areas of political or civil unrest, or in areas where the Canadian government has issued a formal travel warning regarding non-essential travel, contact GSC Travel Assistance for pre-travel advice, as we may be unable to guarantee assistance services.
7. GSC Travel Assistance reserves the right, without notice, to suspend, curtail or limit its services in any area if any of the following occur:
 - political or civil unrest, rebellion, riot, or military uprising;
 - labour disturbance or strike;
 - act of God; or
 - refusal of authorities in a foreign country to permit GSC Travel Assistance to provide service.

This includes travel if when you booked your trip (including delay of travel), or before your departure date, the Canadian government issued a formal travel warning advising Canadians to avoid either all travel or all non-essential travel regarding the country, region, city, or other key components of your travel arrangements (e.g., cruise ship) due to a likely or actual epidemic or pandemic. In this limitation, non-essential travel means anything other than a significant medical or family emergency, such as the death of a family member.

Travel Exclusions

In addition to the Health Exclusions, Travel claims will not be paid for the following.

1. Any expenses incurred for the treatment related directly or indirectly to a Pre-existing Medical Condition that, at the time of your departure from your province/territory of residence and the 90-day period immediately preceding your departure from your province/territory of residence:
 - a) was not completely stable in the professional opinion of GSC Travel Assistance Team;
 - b) where medical evidence suggested a reasonable expectation that treatment or hospitalization could be required while traveling; or
 - c) a physician advised the covered person not to travel.

GSC Travel Assistance reserves the right to review the covered person's medical information at the time of claim. A physician's opinion that the covered person was fit to travel does not override or eliminate the requirement for the covered person to satisfy all the conditions of [Stable](#).

2. Any expenses submitted if the covered person or anyone acting on behalf of a covered person attempts to deceive GSC Travel Assistance, or makes a fraudulent, false, or exaggerated statement or claim.
3. Any expenses incurred for any services received that:
 - a) were not required to treat an [Emergency](#);
 - b) were not recommended by a legally qualified physician or surgeon;
 - c) are not covered under your provincial/territorial health insurance plan; or
 - d) are normally covered under the out-of-Canada benefits of your provincial/territorial health insurance plan's out-of-Canada coverage (where applicable), when the provincial/territorial plan has declined payment;
4. Any expenses incurred for services received after GSC Travel Assistance determined:
 - a) the covered person was to return to the province/territory of residence for treatment, but the covered person chose not to return to the province/territory of residence;
 - b) the services could be reasonably delayed until the covered person returned to the province/territory of residence;
 - c) the emergency had ended; or
 - d) the services are for a recurrence or complication directly or indirectly related to the emergency that GSC Travel Assistance determined 3.a), b), or c) above.
5. Any expenses incurred for services to treat a medical condition or complications of a medical condition directly or indirectly related to an epidemic or pandemic if, when the trip was booked, or before the departure date:
 - An official travel advisory was issued by the Canadian government advising Canadians to avoid either all travel or all non-essential travel regarding any country, region, city, or other key components of your travel arrangements (e.g., cruise ship).
 - To view the travel advisories, visit the Government of Canada Travel site.
6. Any expenses incurred for services to treat:
 - a) any medical condition, including symptoms of withdrawal, arising from or in any way related to the chronic use of alcohol, drugs, or other intoxicants whether prior or during the trip;
 - b) any medical condition arising during the trip resulting from, or in any way related to, the abuse of alcohol that results in a blood alcohol level of more than 80 milligrams in 100 millilitres of blood, drugs or other intoxicants; or
 - c) any medical condition resulting from not following Treatment as prescribed, including prescribed or over-the-counter medication.

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7. Any expenses related to pregnancy, delivery, or complications of either, arising during the 8-week period before and after the expected date of delivery.
8. Any expenses incurred for a child born during the trip within the 8-week period before and after the expected date of delivery.
9. Any expenses incurred during any trip made for the purpose of obtaining a diagnosis, Treatment, surgery, palliative care, or any alternative therapy, as well as any directly or indirectly related complication.

GSC does not assume responsibility for, nor will it be liable for, any medical advice given, but not limited to a physician, pharmacist or other healthcare provider or facility recommended by GSC Travel Assistance.

DENTAL BENEFIT PLAN

The benefits shown below will be eligible, if based on the licensed dental practitioner's [reasonable and customary](#) charge in accordance with the [Fee Guide](#) and the maximum shown in the Summary of Benefits.

Basic Services**Basic Diagnostic and Preventive Services:**

- complete oral examinations once every 36 months
- emergency and specific oral examinations
- full series X-rays and panoramic X-rays once every 36 months
- bitewing X-rays once per recall period
- recall examinations once every 6 months
- cleaning of teeth (up to 1 unit of polishing, plus up to 1 unit of scaling) once per recall period
- topical application of fluoride
- oral hygiene instruction once per recall period
- denture cleaning once per recall period

Basic Restorative Services:

- amalgam, tooth coloured filling restorations and temporary sedative fillings
- inlay restorations – these are considered basic restorations and will be paid to the equivalent non-bonded amalgam

Basic Oral Surgery:

- extractions of teeth and/or residual roots

General anaesthesia, deep sedation, and intravenous sedation in conjunction with eligible oral surgery only

Comprehensive Basic Services

Standard Denture Services:

- denture repairs and/or tooth/teeth additions
- standard relining and rebasing of dentures only after 6 months have elapsed from the installation of a denture
- denture adjustments and remount and equilibration procedures, only after 3 months have elapsed from the installation of a denture
- soft tissue conditioning linings for the gums to promote healing
- remake of a partial denture using existing framework, once every 5 years

Comprehensive Oral Surgery:

- surgical exposure, repositioning, transplantation or enucleation of teeth
- remodeling and recontouring - shaping or restructuring of bone or gum
- excision - removal of cysts and tumors
- incision - drainage and/or exploration of soft or hard tissue
- fractures including the treatment of the dislocation and/or fracture of the lower or upper jaw and repair of soft tissue lacerations
- maxillofacial deformities - frenectomy - surgery on the fold of the tissue connecting the lip to the gum or the tongue to the floor of the mouth

Endodontic Treatment

- root canal therapy
- pulpotomy (removal of the pulp from the crown portion of the tooth)
- pulpectomy (removal of the pulp from the crown and root portion of the tooth)
- apexification (assistance of root tip closure)
- apical curettage, root resections and retrograde fillings (cleaning and removing diseased tissue of the root tip)
- root amputation and hemisection
- bleaching of non-vital tooth/teeth
- emergency procedures including opening or draining of the gum/tooth

Periodontal Treatment

- treatment of diseased bone and gums
- periodontal scaling and/or root planing 8 time units every 12 months
- occlusal equilibration - selective grinding of tooth surfaces to adjust a bite 8 time units every calendar year

The fees for periodontal treatment are based on units of time (15 minutes per unit) and/or number of teeth in a surgical site in accordance with the General Practitioners [Fee Guide](#).

Major Services

- Standard onlays or crown restorations to restore diseased or accidentally injured natural teeth, once every 36 months
- Standard bridges, including pontics, abutment retainers/crowns on natural teeth, once every 36 months
- Standard dentures including complete, immediate, transitional, and partial dentures, once every 36 months
- Standard repair or recementing of crowns, onlays and bridge work on natural teeth

Orthodontic Services

Reimbursement for orthodontic treatment to straighten teeth and/or correct the bite.

Receipts for payment must be received by GSC no later than 12 months from the date the service is incurred while treatment is in progress, not at the end of the treatment.

If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefit for the remaining services, will be resumed. The benefit payment for orthodontic services will be only for the months that coverage is in force.

Alternate Benefit Clause

This benefit plan will reimburse the amount shown in the Fee Guide for the least expensive service or supply where two or more professionally accepted courses of treatment are a benefit under the plan. The covered person can choose to have a more expensive treatment performed, however reimbursement will be limited to the cost of the least expensive alternative.

Predetermination

Before your treatment begins:

- for all proposed treatment for crowns, onlays and bridges, an estimate completed by your dental practitioner, must be submitted for assessment. Our assessment of the proposed treatment, may result in a lesser benefit being payable or may result in benefits being denied. Failure to submit an estimate prior to beginning your treatment will result in the delay of the assessment.
- if the total cost of any other proposed treatment is expected to exceed \$500, it is recommended that you submit an estimate completed by your dental practitioner.

Limitations

1. Laboratory services must be completed in conjunction with other services and will be limited to the co-pay of such services. Laboratory services that are in excess of 40% of the dentist's fee in the applicable Fee Guide shown in the Summary of Benefits will be reduced accordingly; co-pay is then applied;
2. Reimbursement will be made according to standard and/or basic services, supplies or treatment. Related expenses beyond the standard and/or basic services, supplies or treatment will remain your responsibility;
3. Reimbursement will be pro-rated and reduced accordingly, when time spent by the dentist is less than the average time assigned to a dental service procedure code in the applicable Fee Guide shown in the Summary of Benefits;
4. Reimbursement for root canal therapy will be limited to payment once only per tooth. Extra charges for difficult access, exceptional anatomy, calcified canals, and retreatments are not included. The total fee for root canal includes all pulpotomies and pulpectomies performed on the same tooth;
5. Common surfaces on the same tooth/same day will be assessed as one surface. If individual surfaces are restored on the same tooth/same day, payment will be assessed according to the procedure code representing the combined surface. Payment will be limited to a maximum of 5 surfaces in any 36 month period;

6. When more than one surgical procedure, including multiple periodontal surgical procedures, is performed during the same appointment in the same area of the mouth, only the most comprehensive procedure will be eligible for reimbursement, as the fee for each procedure is based on complete, comprehensive treatment, and is deemed part of the multiple services factor;
7. The multiple services factor occurs when a minimum of 6 or more restorations (fillings) or multiple periodontal services are performed at the same appointment and the full fee guide price is charged for each restoration or periodontal service, the first service will be paid in full and all remaining services will be reduced by 20%;
8. Core build-ups are eligible only for the purpose of retention and preservation of a tooth when performed with crown treatment. Necessity must be evident on mounted pre-treatment X-rays. Core build-ups to facilitate impression taking and/or block out undercuts are considered included in the cost of a crown;
9. Root planing is not eligible if done at the same time as gingival curettage;
10. In the event of a dental accident, claims should be submitted under the health benefit plan before submitting them under the dental plan.

Dental Exclusions

Eligible benefits do not include and reimbursement will not be made for:

1. Services or supplies received as a result of disease, illness or injury due to:
 - a) an act of war, declared or undeclared;
 - b) participation in a riot or civil commotion; or
 - a) attempting to commit or committing a criminal offence or illegal act;
2. Services or supplies provided while serving in the armed forces of any country;
3. Failure to keep a scheduled appointment with a legally qualified dental practitioner;
4. Any treatment, drug, service, or supply received outside of Canada on a non-emergency basis;
5. Charges for the translation or completion of any claim forms and/or insurance reports;
6. Any dental service that is not contained in the procedure codes developed and maintained by the Canadian Dental Association, adopted by the provincial or territorial dental association of the province or territory in which the service is provided (or your province of residence if any dental service is provided outside Canada) and in effect at the time the service is provided;
7. Implants and implant related services;
8. Restorations necessary for wear, acid erosion, vertical dimension and/or restoring occlusion;
9. Appliances related to treatment of myofascial pain syndrome including all diagnostic models, gnathological determinants, maintenance, adjustments, repairs and relines;
10. Posterior cantilever pontics/teeth and extra pontics/teeth to fill in diastemas/spaces;
11. Service and charges for sleep dentistry;

12. Diagnostic and/or intraoral repositioning appliances including maintenance, adjustments, repairs and relines related to treatment of temporomandibular joint dysfunction;
13. Any specific treatment or drug which:
 - a) does not meet accepted standards of medical, dental or ophthalmic practice, including charges for services or supplies which are experimental in nature;
 - b) is not considered to be effective (either medically or from a cost perspective) as determined by GSC's drug review process regardless if Health Canada's approved the drug;
 - c) is an adjunctive drug prescribed in connection with any treatment or drug that is not an eligible service;
 - d) is administered in a hospital or is required to be administered in a hospital in accordance with Health Canada's approved indication for use;
 - e) is not dispensed by the pharmacist in accordance with the payment method shown under the Health Benefit Plan Prescription Drugs benefit;
 - f) is not being used and/or administered in accordance with Health Canada's approved indication for use, even though such drug or procedure may customarily be used in the treatment of other illnesses or injuries (i.e. [off-label use](#));
14. Services or supplies that:
 - a) are not recommended, provided by or approved by the attending legally qualified (in the opinion of GSC) medical practitioner or dental practitioner as permitted by law;
 - b) are legally prohibited by the government from coverage;
 - c) you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage; or for which payment is made on your behalf by a not-for-profit prepayment association, insurance carrier, third party administrator, like agency or a party other than GSC, your plan sponsor or you;
 - d) are provided by a health practitioner whose license by the relevant provincial regulatory and/or professional association has been suspended or revoked;
 - e) are not provided by a designated provider of service in response to a prescription issued by a legally qualified health practitioner;
 - f) are used solely for recreational or sporting activities and which are not medically necessary for regular activities;
 - g) are primarily for cosmetic or aesthetic purposes, or are to correct congenital malformations;
 - h) are provided by an immediate family member related to you by birth, adoption, or by marriage and/or a practitioner who normally resides in your home. An immediate family member includes a parent, spouse, child or sibling;
 - i) are provided by your plan sponsor and/or a practitioner employed by your plan sponsor, other than as part of an employee assistance plan;
 - j) are a replacement of lost, missing or stolen items, or items that are damaged due to negligence. Replacements are eligible when required due to natural wear, growth or relevant change in your medical condition but only when the equipment/prostheses cannot be adjusted or repaired at a lesser cost and the item is still medically required;
 - k) are video instructional kits, informational manuals or pamphlets;
 - l) are delivery and transportation charges;
 - m) are a duplicate prosthetic device or appliance;
 - n) are from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body;
 - o) would normally be paid through any provincial health insurance plan, Workplace Safety and Insurance Board or tribunal, or any other government agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made;
 - p) relates to treatment of injuries arising from a motor vehicle accident;

Note: Payment of benefits for claims relating to automobile accidents for which coverage is available under a motor vehicle liability policy providing no-fault benefits will be considered only

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if–

- i) the service or supplies being claimed is not eligible; or
- ii) the financial commitment is complete;

A letter from your automobile insurance carrier will be required;

- q) are cognitive or administrative services or other fees charged by a provider of service for services other than those directly relating to the delivery of the service or supply.

HEALTH CARE SPENDING ACCOUNT (HCSA)

(For Active Plan Members Only)

Your HCSA is governed at all times by the rules and regulations of the Income Tax Act. In the event of a dispute the Income Tax Act shall prevail. The liability for the HCSA lies solely with your plan sponsor.

Your HCSA is provided by your plan sponsor and administered by GSC.

Your HCSA is a spending account funded by your plan sponsor that you can use to pay for health and dental expenses that are not covered by your group benefit plan or your provincial health plan.

At the beginning of each benefit year, a predetermined lump sum amount as determined by your Plan Sponsor will be allocated to your account annually to cover the reimbursement of your eligible expenses incurred during that benefit year. When you submit a claim, you will be reimbursed for eligible expenses up to the balance in your account.

Any balance remaining in your account on the last day of the benefit year will be forfeited at the expiration of the benefit year in which it was allocated.

ELIGIBLE EXPENSES

Eligible expenses include but are not limited to those that qualify for medical expense tax credits under the Canada Revenue Agency (CRA) Income Tax guidelines. It also includes the amount of the deductible and the percentage not covered by the group benefit plan or the amount in excess of group benefit plan maximums.

For a list of eligible medical expenses, visit our website at greenshield.ca, or for more information about eligible expenses you can consult a CRA office or visit the CRA website.

Exclusions

Expenses not eligible for reimbursement are at all times governed by the non-eligible expenses, restrictions and limitations outlined in the Canadian Income Tax Act. An example of expenses would be:

- a) premiums paid to provincial medical or hospitalization plans; and
- b) medical costs for which you or your dependent are reimbursed or entitled to be reimbursed under a provincial health insurance plan, your group benefit plan or your spouse's group benefit plan.

Maternity, Adoption or Parental Leave

If you elect to continue benefits under your group plan, you may continue to submit claims for expenses incurred prior to, or during, the period of your leave.

CLAIM INFORMATION

Inquiries

For detailed inquiries, contact your Benefits Administrator or contact us:

- ♦ Call our Customer Service Centre at 1.888.711.1119 to determine eligibility for a specific item or service and GSC's pre-authorization requirements, or
- ♦ Visit our website at greenshield.ca to e-mail your question.

Submitting Claims

Claim forms, including Pre-Authorization forms, and valuable claims submission information, is available at greenshield.ca.

Please note that in addition to a completed claim form, claims reimbursement requires the original itemized paid receipt (cash receipts or credit card receipts alone are not acceptable).

GSC reserves the right to request supplementary claims information, failure to respond to such requests may result in the denial of the claim.

The intentional omission, misrepresentation or falsification of information relating to any claim constitutes fraud. Submission of a fraudulent claim is a criminal offence and will be reported to the applicable law enforcement and/or regulatory agencies and your plan sponsor. This could result in termination of your coverage under this benefit plan.

For HCSA, forward a HCSA claim form and indicate on the claim form if you want your eligible expenses paid from your GSC health and/or dental plan first, and any unpaid portion of your eligible expenses paid from your HCSA. These claims must first be submitted to any provincial health insurance, or any private health care plan you may have (including another GSC plan, spousal plan, etc.).

Your HCSA does not have automatic coordination with your health and dental benefits. If you would like to enable this functionality, you may do so through GSC everywhere (the GSC Customer Service Centre is unable to arrange set up of this function).

Auto-Coordination with HCSA

Once you have accessed GSC everywhere and have set up your HCSA auto-coordination, your health and dental claims will automatically be coordinated with your HCSA. You must pay the provider of service the HCSA portion of the claim and you will be automatically reimbursed from your HCSA without having to submit a paper claim. The claim will not be re-directed to a secondary plan (COB) before paying out of the HCSA.

Manual Coordination with HCSA

If you choose not to have all your traditional health and dental claims automatically coordinated with your HCSA, you must pay the provider of service the HCSA portion of the claim, then complete a HCSA Claim Submission Form and attach proof of payment. You can indicate on this claim form if you want your eligible expenses paid from your GSC health and/or dental plan first, and any unpaid portion of your eligible expenses paid from your HCSA.

All Health, Travel and Dental claims must be received by GSC no later than 12 months from the date the eligible benefit was incurred.

All HCSA claims must be received by GSC no later than 30 days after the end of the benefit year, or, 60 days after your termination date, your retirement date, your date of death or your leave of absence date (other than a Maternity, Adoption or Parental Leave).

Reimbursement

Reimbursement will be made by one of the following methods:

- a) Direct deposit to your personal bank account, when requested;
- b) A reimbursement cheque; or
- c) Direct payment to the provider of services, where applicable.

All dollar maximums and limitations stated are expressed in Canadian dollars. Reimbursement will be made in Canadian or U.S. funds for both providers and plan members, based on the country of the payee.

Overpayments

GSC reserves the right to recover all amounts resulting from overpaid or unsupported claims for benefits by deducting such amounts from future claims and/or by any other legal means.

Limitation on Legal Action

In Ontario, every action or proceeding against GSC for recovery of benefit payment under the plan is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

In British Columbia, Alberta and Manitoba, every action or proceeding against GSC for recovery of benefit payment under the plan is absolutely barred unless commenced within the time set out in the *Insurance Act*.

Emergency Travel**(For Active Plan Members Only)**

GSC Travel Assistance must be contacted by phone within 48 hours of commencement of treatment.

Call our Customer Service Centre at 1.888.711.1119 for detailed claims submission instructions.

If you have incurred out of pocket expenses, make sure you tell GSC Travel Assistance about all the travel coverage you have when submitting claims. Claims must be submitted together with supporting original receipts to GSC Travel Assistance who will then co-ordinate reimbursement of those approved, eligible expenses from all sources (e.g., provincial plans that provide out-of-Canada coverage, a spousal plan, travel coverage provided through your credit card, etc.).

To make a claim, submit the patient name, provincial health insurance plan number, address and GSC Identification Number with a detailed statement showing the services rendered and the fees charged for each service.

Subrogation

GSC retains the right of subrogation if benefits paid on behalf of you or your dependent are or should have been paid or provided by a third party liability. This means that GSC has the right to recover payment for reimbursement where you or your dependent receives reimbursement, in whole or in part, in respect of benefits or payments made or provided by GSC, from a third party or other coverage(s). In cases of third party liability, you must advise your lawyer of our subrogation rights.

Co-ordination of Benefits (COB)

If you are covered for extended health and dental benefits under more than one plan, your benefits under this plan will be coordinated with the other plan so that you may be reimbursed up to 100% of the eligible expense incurred.

Claims must be submitted to the primary payer first. Any unpaid balances should then be submitted to the secondary plan(s). Use the following guidelines to identify the primary and secondary plans:

GSC Plan Member

GSC coverage for you is always primary. If you are the plan member under two group plans, priority goes in the following order:

- The plan where you are a full-time plan member
- The plan where you are a part-time plan member
- The plan where you are a retiree

Spouse

If your spouse is a plan member under another benefit plan, this GSC coverage is always secondary. Your spouse must first submit claims to his/her benefit plan.

Children

When dependent children are covered under both your GSC plan and your spouse's benefit plan, use the following order to determine where to submit the claims:

- The plan of the parent whose birth date (month and day) occurs earliest in the calendar year
- The plan of the parent whose first name begins with the earlier letter of the alphabet, if the parents have the same birth date
- In cases of separation or divorce with multiple benefit plans for the children, the following order applies:
 - The benefit plan of the parent who has custody of the dependent child
 - The plan of the spouse of the parent who has custody of the dependent child
 - The plan of the parent who does not have custody of the dependent child
 - The plan of the spouse of the parent who does not have custody of the dependent child

If the parents have joint custody and both have the children listed as dependents under their plans, claims should first be submitted to the plan of the parent whose birth date (month and day) occurs earliest in the calendar year. Balances can then be submitted to the other parent's plan.

When GSC is identified as a secondary carrier, submit the original Explanation of Benefits statement from the primary carrier and a copy of the claim form in order to receive any balances owing.

Travel Benefits

(For Active Plan Members Only)

In the event of a travel claim, all plans equally share the cost of the claim.

Access to Information

If you live in a province where the law permits you to request copies of your records, GSC will provide one copy of the following at no charge:

- a) any enrollment form you completed for coverage under this plan that was submitted to GSC;
- b) any written statements or other record about your health that you submitted to GSC during the course of applying for coverage under this plan;
- c) one copy of the group contract.

GSC may charge you to provide any additional copies.

APPENDIX “6”

ONTARIO NURSES’ ASSOCIATION (ONA)/HOSPITAL RRT PROFESSIONAL RESPONSIBILITY WORKLOAD COMPLAINT FORM

Section 1: General Information

Name(s) of Employees(s) reporting: _____

Employer: _____ Unit/Area: _____

Date of Occurrence: _____ Name of Supervisor: _____

Date and Time Supervisor notified: _____ Date/Time submitted: _____

Section 2: Working Conditions

In order to effectively resolve workload issues, please provide details about the working conditions at the time of the occurrence by providing the following information:

Regular staffing #'s RT's in main Dept _____ RT's in OR _____ RT's in PFT's _____

Actual staffing #'s RT's in main Dept _____ RT's in OR _____ RT's in PFT's _____

Novice staff on duty: Yes _____ No _____ If yes, how many? _____

RT staff on overtime: Yes _____ No _____ If yes, how many? _____

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

Absence/Emergency Leave _____ Sick Calls _____ Vacancies _____ RT on transport/1:1 care _____

Management support available on site: Yes _____ No _____

Section 3: Workload

Rt Main Department

of ventilated patients/NIV (Adults) _____ # of patients on High flow Oxygen Therapy _____

of patient transports (CT/MRI/IR etc.) _____ # of bronchoscopy procedures _____

of bedside percutaneous trach procedures _____ # of ventilated patients in prone position _____

of NICU patients on CPAP/HFNP _____ # of invasively ventilated patients in NICU _____

of high- risk deliveries _____ # of OBS alerts _____

of chronically ventilated patients on the wards _____ # of trach patients on the Wards _____

of patients requiring Q4H checks on the wards _____ # of ER assessments _____

of non-urgent wards assessments/procedures (Home O2, Spirometry, Walk test etc.)

of Stat/CCOT wards assessments/interventions _____ # of Code Blue/Code Pinks

of trach changes _____ # of traumas in ER _____ # of QHS CPAP check _____

of intubations in all areas (excluding code blue/pink/trauma) _____

Other assessments/interventions that contributed to workload

RT in the OR

of difficult/awake intubations _____ # of MRI General Anaesthetics _____

of EP lab calls _____ # of Complicated/A cases _____

of Code Blues _____

Other incidents/patient care needs that contributed to workload (ie. AGM failure)

RT in PFT

of PFT tests scheduled _____ # of Home Oxygen setups _____

of test complications requiring transfer to ER _____ # of Code Blues _____

Other factors contributing to workload (ie. Longer testing time d/t language barrier/special needs etc.)

Section 4: Details of Occurrence

Please provide a concise summary of the occurrence and how it impacted patient care:

Please identify the RT standard(s)/Practice guidelines or Hospital Policies that were compromised d/t workload:

Is this an: Isolated incident ____ Ongoing issue ____ (please check one)

Section 5: Remedy

- 1) Discuss the workload issue within the unit/area, at the time it occurs, to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:

- 2) If unable to resolve workload issue, by applying step 1 above, seek assistance from an individual(s) who has/have responsibility for timely resolution of workload issues. (Immediate supervisor) List discussion details, including name of individual contacted:

Was the issue resolved? Yes ____ No ____

Section 6: Recommendations

What issues do you believe need to be addressed to prevent similar occurrences? (Ex. Reviewing staffing model, provide in servicing, replace sick calls/absences, etc.)

Section 7: Employee Signatures

Signature: _____

Date: _____

Phone number: _____

Email:

Signature: _____

Date:

Phone number: _____

Email:

Signature: _____

Date:

Phone number: _____

Email:

Signature: _____

Date:

Phone number: _____

Email:

Signature: _____

Date:

Phone number: _____

Email:

Date Submitted: _____

Submitted to:

Section 8: Management Comments

The Manager or designate will provide a written response to the complainant(s), with a copy to the Bargaining Unit President, or designate, and the Labour Management Committee as per Article 8.01. Please provide any information/comments in response to this report, including actions taken to remedy the situation, where applicable.

Manager's Signature: _____

Date:

APPENDIX “7”

LETTER OF UNDERSTANDING **RE: MENTORSHIP GUIDELINES**

Mentorship” is addressed in Article 9.08 (c). 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 Registered Respiratory Therapists, which enhances the professional growth and development of a Registered Respiratory Therapist to maximize their clinical practice.
- ❑ Mentorship involves a three-way arrangement between the hospital, the Registered Respiratory Therapist being mentored and the Registered Respiratory Therapist doing the mentoring. The mentoring relationship is:
 - time limited,
 - focused on goal achievement, and
 - unique to each mentorship experience.
- ❑ The hospital, the Registered Respiratory Therapist being mentored and the Registered Respiratory Therapist 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 Registered Respiratory Therapist being mentored, and, as such, may not be consistent for all Registered Respiratory Therapists. The length of each mentorship arrangement will be individually defined dependent upon the goals for each Registered Respiratory Therapist 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 9.08 (a).
- ❑ Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 9.08 (b). Interaction with other Registered Respiratory Therapists and other multi-disciplinary colleagues is an expected role responsibility for Registered Respiratory Therapists.
- ❑ 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 9.08 (c). We acknowledge, however, that while mentorship is new to the Collective Agreement, mentorship arrangements are not new to Registered Respiratory Therapist or hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 9.08 (c).

Key Elements

- ❑ A mentorship relationship includes the Registered Respiratory Therapist doing the mentoring to:
 - plan the mentorship experience based on the learning needs of the Registered Respiratory Therapist 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 Registered Respiratory Therapist being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences.
 - assist the Registered Respiratory Therapist being mentored to effectively meet patient care needs.
 - be responsible for the management of learning for the Registered Respiratory Therapist being mentored.
 - participate in direct skill transfer where there is responsibility for the management of learning for the Registered Respiratory Therapist being mentored.
 - evaluate the learning experience of the Registered Respiratory Therapist 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 Registered Respiratory Therapist being mentored may not be together at all times during the mentorship period.
- ❑ The Hospital will pay the Registered Respiratory Therapist for doing this assigned responsibility [mentoring] a premium of sixty (60) cents per hour, in addition to their regular salary and applicable premium allowance.
- ❑ The Hospital will review the workload of the mentor and the Registered Respiratory Therapist being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- ❑ A Hospital may implement a mentorship relationship at any time during a Registered Respiratory Therapist's employment when:
 - the Registered Respiratory Therapist is experiencing difficulty in meeting standards of practice.
 - the Registered Respiratory Therapist has a competency gap.
 - one-on-one management of the learning experience from an expert/experienced Registered Respiratory Therapist will be of assistance.
- ❑ Mentoring may be implemented in various circumstances such as new hires, a Registered Respiratory Therapist 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 a Registered Respiratory Therapist requires mentoring.
- ❑ The decision to implement a mentorship experience as a mechanism to assist a Registered Respiratory Therapist to meet standards of practice is the responsibility of the employer.
- ❑ The Hospital will provide, on a regular basis, all Registered Respiratory Therapists 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 Registered Respiratory Therapist, the Hospital will discuss with any unsuccessful applicant ways in which they 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 Registered Respiratory Therapists pursuant to Article 9.02 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 a Registered Respiratory Therapist whose job

duties normally include responsibility for teaching and/or educating other Registered Respiratory Therapists.

LETTER OF UNDERSTANDING
RE: PART-TIME VOLUNTARY BENEFITS

If the parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in negotiations.

LETTER OF UNDERSTANDING
RE: SUPERNUMERARY POSITIONS

The Hospital may introduce supernumerary positions to be offered to newly graduated Registered Respiratory Therapists. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.
2. Newly graduated Registered Respiratory Therapists are defined as those Registered Respiratory Therapists who have graduated from a Registered Respiratory Therapist program or refresher program within the last year.
3. Positions will be created first on medical or surgical units except as the parties otherwise agree. Such agreement will not be unreasonably withheld.
4. No appointment will be made to a supernumerary position without prior discussion with the Association as to where the supernumerary Registered Respiratory Therapists will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 7 below).
5. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07.
6. Such Registered Respiratory Therapists will be full-time and covered by the full-time Collective Agreement.
7. Such Registered Respiratory Therapists will be in formal mentorship arrangements in accordance with Article 9.08 (c) and the Letter of Understanding on Mentoring.
8. The duration of such supernumerary appointments will be for the period of funding or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.

9. Such Registered Respiratory Therapists can apply for posted positions after the probationary period is completed.
10. If the Registered Respiratory Therapist has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual part-time, and this will not be considered a layoff and the Registered Respiratory Therapist will not be reassigned.
11. The Hospital bears the onus of demonstrating that such positions are supernumerary.
12. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position.
13. In the event of a layoff in the area of assignment of the supernumerary Registered Respiratory Therapist, either the Hospital or the Local Association may require that the supernumerary Registered Respiratory Therapist shall be first laid off.

LETTER OF UNDERSTANDING
RE: RETENTION/RECRUITMENT/RATIOS

The parties agree to work cooperatively with the Ministry of Health and Long-Term Care to identify best practices and areas of innovation to address matters pertaining to Registered Respiratory Therapist retention, recruitment and appropriate ratios of full-time and part-time staff.

LETTER OF UNDERSTANDING
RE: GRIEVANCE COMMISSIONER SYSTEM

This is to confirm the discussion of the parties during collective bargaining that they are committed to encouraging early discussion and resolution of labour relations issues at the level and seek to resolve grievances in a timely and cost-efficient manner.

To that end, this is to confirm that pursuant to Article 7, the parties agree that the Employer and Union at individual hospitals may agree to utilize the following process in order to resolve a particular grievance through the utilization of a joint mediation-arbitration procedure:

1. The Employer and Union may mutually agree in writing to invoke the Grievance Commissioner process outlined in this letter rather than proceed to arbitration as set out in Article 7.07 (a) of this Collective Agreement for an individual, group or policy/union grievance.
2. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided herein.

3. The roster of potential Grievance Commissioners for an individual hospital shall be mutually agreed upon by the Employer and Union.
4. A Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Employer and Union.
5. The location of any such hearing shall be agreed upon by the parties.
6. The parties shall provide the Grievance Commissioner with a Statement of Facts Agreed and Not Agreed. In addition, they shall provide the Grievance Commissioner and each other with brief written representations on which they intend to rely provided that such are emailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner. This information will include the grievance and the Employer's response.
7. The purpose of the hearing is to clarify issues and/or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
8. The parties acknowledge that this is an expedited form of a med-arb process whereby the Grievance Commissioner, based on the evidence and representations provided by the parties during the med-arb session, will decide the grievance. The parties agree that no witnesses will be called throughout this process, except as required by the Grievance Commissioner. The Grievance Commissioner must render their written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing.
9. If it becomes clear at any point during the process that due to exceptional circumstances the grievance is too complex for the Grievance Commissioner process, the parties may jointly agree to revert to traditional arbitration pursuant to Article 7 of the Collective Agreement.
10. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.
11. Notwithstanding anything contained herein, the decision of the Grievance Commissioner shall be in accordance with Article 7.13.
12. The Union and Employer shall each be responsible for one-half (½) of the expenses (including any off-site location of the hearing) and fees payable to the Grievance Commissioner.
13. If any member of the Grievance Commissioner roster agreed to by the parties under paragraph number 3 who, having been requested in turn to act as the Grievance Commissioner, is unable or unwilling to act, they shall not again be

requested to act as a Grievance Commissioner until their name comes up again on the regular rotation of the roster.

14. The parties agree that the Grievance Commissioner can serve as a mediator/arbitrator for more than one grievance on a single day.

The parties agree that nothing in this letter prevents the parties at a Hospital from mutually agreeing to mediation for any other grievances pursuant to Article 7.07 (b).

LETTER OF UNDERSTANDING
RE: REGISTERED RESPIRATORY THERAPIST WORKFORCE –
HEALTH HUMAN RESOURCE PLANNING

Local

The parties agree that health human resource planning may optimize the Registered Respiratory Therapist workforce and may improve quality patient care and outcomes and quality work environments. To this end, the parties will work together at the hospital level to effectively and efficiently utilize the Registered Respiratory Therapist workforce through the Hospital Association Committee, reviewing:

- Overtime hours,
- Hours worked by casual part-time Registered Respiratory Therapists,
- Hours worked by regular part-time Registered Respiratory Therapists above their commitment as per the local scheduling provisions, and
- Hours worked by agency Registered Respiratory Therapists.

Where appropriate, if the hours identified are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

LETTER OF UNDERSTANDING
RE: OHA EARLY RETIREE DENTAL BENEFITS

The OHA will communicate to hospitals their obligation to inform active employees upon reaching age fifty-eight (58) of the OHA – Sponsored Early Retiree Dental Benefits Program and provide an updated communiqué to the Hospitals identifying the Early Retiree Dental Benefit and related costs.

LETTER OF UNDERSTANDING
RE COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY

The parties agree that patient care is enhanced when the workplace environment is reflective of the communities they serve, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are

committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

To support this commitment, where a committee or other hospital forum does not already exist, the parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The committee or hospital forum will discuss and implement strategies, initiatives and training programs that enhances the workplace to promote in an effective and meaningful way an environment that encourages, supports, and celebrates equity, diversity and inclusivity for patients and staff. This committee or hospital forum will include at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees and will meet on a frequency as determined by the committee or hospital forum.

APPENDIX “7” LETTER OF AGREEMENT **RE MENTORSHIP AGREEMENT – DEPARTMENT (MENTOR AND MENTEE)**

Mentorship is defined as a formal supportive relationship between two Registered Respiratory Therapists, which enhances the professional growth and development of a nurse to maximize their clinical practice. This Mentorship Agreement involves a three-way arrangement between the hospital (management), the Registered Respiratory Therapist being mentored (Mentee) and the Registered Respiratory Therapist doing the mentoring (Mentor).

The parties hereby agree to the following:

1. This mentorship agreement will be in place from Date to Date with regular review of the mentee’s achievement of learning objectives. There may be opportunity or requirement for this agreement to be extended. At which time a new mentorship agreement will be developed.
2. This agreement is focused on goal achievement as it relates to Details:

Extended Orientation, Skill etc. as outlined within the department and as discussed between the parties.
3. In alignment with Article 9.08 (c) the hospital will pay the assigned Mentor a responsibility premium of sixty (60) cents per hour in addition to their regular salary and any applicable premium allowances in accordance with Article 14 of the ONA Collective Agreement.
4. This agreement is made without precedence or prejudice to any other matters

between the parties.

APPENDIX 9 – 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 Registered Respiratory Therapist 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: _____

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 – _____
Scheduling Practice	Type(s) of schedule

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

B. Competency		
Registered Respiratory Therapist Competency (Key Skills/Knowledge)	Number	% Total RT Staff

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

C. Resources/Support/Current Status Report	
	DESCRIPTION
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 of Registered Respiratory Therapist care 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 needs, Registered Respiratory Therapist effort, experience, educational preparation and organizational demands?	

D. Lines of Inquiry	
	DETAILS
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 Registered Respiratory Therapist practice and unit policies; opportunity to question processes when they do not support quality patient care.	
7. Do Registered Respiratory Therapists 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 Registered Respiratory Therapists 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 Registered Respiratory Therapist 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?	

SIGNING PAGE

Dated this “7th” day of “July”, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

“Jessica Bergeron”

“Richard Anderson”
Labour Relations Officer

“Sarah Kitchen”

“Adam Hill”

“Kate Smith”

“Chantel Grant”
