

COLLECTIVE AGREEMENT

Between:

**SOUTHLAKE REGIONAL HEALTH CENTRE
ALLIED
(Hereinafter referred to as “the Hospital”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Association”)**

Expiry Date: June 30, 2020

SRHCA01F

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ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that employees wish to work together with the Employer to secure the best possible care and health protection for patients/clients. Appropriate committees have been created under this Agreement to work towards this objective.

The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 - DEFINITIONS

2.01 A Registered Employee holds a Certificate of Registration with the College of Respiratory Therapists of Ontario in accordance with the Regulated Health Professions Act, and the Respiratory Therapy Act.

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 her or his General Certificate of Registration prior to expiry of her or his Graduate Certificate of Registration, she/he will be deemed to not be qualified for the position of Registered Respiratory Therapist, and she/he will be terminated from the employ of the Employer. Such termination will not be subject of a grievance or arbitration.

2.03 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 13.

2.04 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. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Employer shall not refuse to accept an offer from an employee to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.

- 2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may be deemed to mean the plural.
- 2.06 Regular full-time, regular part-time and casual employees shall be covered by all the provisions of this agreement unless otherwise stated, amended or where specific reference is made in Articles as to that article's applicability to certain employee group or groups.

ARTICLE 3 – RECOGNITION & RELATIONSHIP

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent of all Registered Respiratory Therapists employed by the Southlake Regional Health Centre in Newmarket save and except co-ordinators and clinical leaders and persons above the rank of coordinators and clinical leader.

3.02 Management Rights

The Union recognizes that the management of the Hospital, and the direction of the working force are fixed exclusively in the Hospital, and shall remain solely with the Hospital, except as specifically limited by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

Maintain order, discipline and efficiency;

Hire, assign, discharge, direct, promote, classify, transfer, demote, layoff, suspend, or otherwise discipline employees, provided that a claim by an employee that she/he has been discharged, suspended, or disciplined without just cause, may become the subject of a grievance and may be dealt with as hereinafter provided;

Determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, the tours of duty, work assignments, and working establishment for any service;

Determine the number of personnel required, the services to be performed and methods, procedures, and equipment to be used in connection therewith;

Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement;

The Employer will not exercise its rights in a manner inconsistent with the provisions of this Agreement.

Relationships

- 3.03 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace

requires a high degree of cooperation between Employers, employees, physicians, and the Union. Health Professionals 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:

- 3.04 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Health Professional because of the Health Professional's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 3.05 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 3.06 It is agreed that there will be no discrimination or harassment of any kind by either party or by any of the Health Professionals 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.
- 3.07
- a) 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
 - b) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the employee during her or his orientation period
 - c) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed
 - d) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement
 - e) The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include but is not limited to the following:
 - i. Reviewing the Employer's harassment policy and making joint recommendations to the Chief Executive Officer or Designate
 - ii. Promoting a harassment free workplace where there is 'zero tolerance'

- iii. Ensuring that all employees are familiar with the Employer's harassment policy by identifying educational opportunities, including the orientation period for new employees
- iv. Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee Assistance Programs, staff supports)
- v. Development of processes to address the accommodations/modified work needs for Health Professionals
- vi. Development of assertiveness training programs.

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

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

3.09 Whistle Blowing Protection

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

ARTICLE 4 - NO STRIKE, NO LOCKOUT

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

ARTICLE 5 - UNION SECURITY

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

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

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

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

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 Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer.

5.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, their work site (if the bargaining unit covers more than one site), and the employees' social insurance numbers, amount of dues deducted, job classification, and status of the employees. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Employer agrees to provide the Union with the information in an electronic format acceptable to the Union

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

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

5.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee.

These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Employer.

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

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Meetings

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

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

The parties agree that time spent in Committee Meetings under this Article shall be without loss of pay and credits.

6.02 Employee Representatives & Committees

a) Union Representatives

The Employer agrees to recognize Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. There shall be three (3). The Union shall provide a current list of these Union Representatives to Human Resources.

b) Bargaining Unit President

The Employer will provide paid leave to the Bargaining Unit President of seven-and-a-half (7.5) hours per month.

The scheduling of the above hours will be negotiated between the Local President, Human Resources and the Unit Manager involved.

The President will accrue full service and seniority during this time, and this time will be deemed as work time. The Employer will not require the President to attend meeting(s) after working the night shift.

c) Grievance Committee

The Employer 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. The Grievance Committee shall consist of not more than three (3) bargaining unit members, inclusive of the bargaining unit president, if applicable

d) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union representative or member of the Grievance Committee is required to enter

a unit within the Employer in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or employee in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder. The Employer agrees to pay a grievor for all time spent during his or her regular hours at Step 1 and Step 2 grievance meetings.

e) Labour Management Committee

- i. There shall be a Labour Management Committee comprised of three (3) representatives of the Employer, and three (3) members of the bargaining unit. The number of representatives may be expanded by mutual agreement, particularly if there is an issue that requires external assistance.
- ii. The Committee shall meet every three (3) months, unless otherwise agreed. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- iii. The purpose of the Committee is to discuss any issue between the Parties that affects the bargaining unit, with the exception of grievances that are referred to the Grievance Committee.
- iv. The Parties may agree that they may convene subcommittees to deal with specific issues where the Parties agree would benefit from a subcommittee.

f) Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of not more than three (3) employees representing both full-time and part-time for the purposes of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement, up to, but not including, arbitration.

6.05 a) Occupational Health and Safety

The Employer agrees to maintain its current practice regarding its Occupational Health and Safety obligations and to continue to comply with all legislation governing this issue. The Parties agree to comply with their mutual statutory obligations as set out under the Occupational Health and Safety Act, as amended.

b) Joint Health and Safety Committee

- i. Recognizing its responsibilities under the Occupational Health and Safety Act, as amended, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at most one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- ii. The Parties agree that time spent in Joint Health and Safety Committee Meetings under this Article shall be without loss of pay and credits.
- iii. Any representative appointed or selected in accordance with (b)(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.
- iv. A member of a committee is entitled to:
 - A. one hour time 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, s.9(34).

- c) 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, s.9(35)

The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- d) The parties agree to maintain their current practice with respect to the JHSC.

The Employer agrees to maintain its current practice regarding its Occupational Health and Safety obligations and continue to comply with all legislation governing this issue.

The Parties agree that time spent in Committee Meetings under this Article shall be without loss of pay and credits.

- 6.06 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.
- 6.07 The Union shall keep the Employer notified in writing of the names of the Union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.08 All reference to Union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Local Union.
- 6.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.
- 6.10 Where an employee makes prior arrangements for time off from a tour of duty for the purposes of attending to their duties as a Union representative or Committee member, the employee shall not be scheduled to work another tour that day.
- 6.11 Employees who are members of committees pursuant to Regulation 965 of the Public Employers Act will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.
- Where an employee attends a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.
- Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such committee meetings.
- 6.12 The Employer will discuss government initiatives with the Union that may negatively impact on the bargaining unit.

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 arbitral.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her or his Union representative. In the case of suspension or discharge, the Employer

shall notify the employee of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.

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

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

7.03

It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to the Chief Executive Officer 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 Chief Executive Officer or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Chief Executive Officer or designate. A meeting will then be held between the Chief Executive Officer 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 Employees' Association and the grievor may be present at the meeting. It is further understood that the Chief Executive Officer or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

7.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the 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 employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 a) Probationary Release

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

- i. Reasons which are arbitrary, discriminatory or in bad faith;
- ii. Exercising a right under this Agreement.

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

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

b) Discipline/Discharge/Suspension

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

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

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

- 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 arbitral, 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 Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

7.09 Grievances shall be on the form set out in Appendix 1. Alternately, grievances may be filed using the electronic format.

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 arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. The matter shall be determined by a sole arbitrator. 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. The parties agree to equally share the fees and expenses of the arbitrator.

Subject to Article 7.12, 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 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The 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.
- 7.13 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*.
- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

- 8.01 When an employee or groups of employees covered by this agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care such concern will be raised with their immediate manager/designate at the time. Where a resolution is not reached, such workload problems may be discussed by the Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the incident. The manager/designate will provide a written response to the complainant(s) with a copy to the Bargaining Unit President or designate and the Labour Management Committee.

Where the employee did not contact their immediate manager/designate at the time of the incident, the complaint will be discussed at Labour Management Committee, however a written response from the manager will not be required.

- 8.02 The Employer will notify the employee when it reports her or him to their registering College of Ontario, and refer them to the Union as a resource.

ARTICLE 9 - PROFESSIONAL DEVELOPMENT

9.01 Continuous professional development is a hallmark of professional practice. As self-regulating professionals, the employees recognize the importance of ongoing learning and the maintenance of competence in a dynamic practice environment. 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 and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

9.02 Orientation

The Employer recognizes the need for an Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.

9.03 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized, and the Employer will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.

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

Where the Employer requires e-learning, it will make reasonable efforts to enable Employer e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required Employer e-learning during regular working hours and is required to complete Employer e-learning outside of her/his regular working hours, the Employer will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.

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

9.05 Student Supervision

a) Employees may be required, as part of their regular duties, to supervise activities of students in accordance with the current College. Employees will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Employer by the

educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students. Upon request, the Employer will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.

Where an employee is assigned student supervision duties, the Employer will pay the employee a premium of sixty cents (\$0.60) per hour for all hours spent supervising students. "Student supervision" duties shall not include orientation or student shadowing but shall include direct supervision.

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

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

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

Employees who are subject to layoff due to technological change will 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 10.07 will apply.

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

- 9.08 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A request by an employee for a copy of other documents in their file will not be unreasonably denied.

Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor and/or a representative from Human Resources. A copy of the evaluation will be provided to the employee at her or his request.

An employee may request to have a counselling letter removed from their file should they believe that such letter is no longer applicable. Such request shall not be unreasonably denied.

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

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

ARTICLE 10 - SENIORITY

10.01 Probationary Period

- a) i. Newly hired employees 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 employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time employee shall be credited with seniority from date of last hire and the part-time employee shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Employer, the probationary employee and the Bargaining Unit President of the Local Union or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least 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 Employer will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.
- ii. The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.
- b) An employee who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such employee has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- c) An employee who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where such employee has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

10.02 Seniority Lists

- a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- c) A copy of the current seniority list will be filed with the Bargaining Unit President, or designate, by March 1st and September 1st annually. A copy of the seniority list shall also be posted at the same time.

10.03 Retention / Transfer of Service and Seniority

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

10.04 Effect of Absence (Full-time)

If an employee's absence without pay from the Employer including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time employee is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the employee shall be deemed to have continued on unpaid leave.

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

Notwithstanding this provision, seniority and service shall accrue and the Employer will continue to pay the premiums for benefit plans for employees for a period of up to eight (8) weeks while an employee is on family medical leave, for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 11.07 and for a period of up to thirty-five (35) weeks while an employee 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 thirty-seven (37) weeks while such employee is on a parental leave under Article 11.

10.05 Effect of Absence (Part-time)

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

Seniority and service shall continue to accrue for part-time employees while on pregnancy, parental, or family medical leave.

10.06 Deemed Termination

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

- a) Leaves of her or his own accord;
- b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) Has been laid off for twenty- four (24) calendar months;
- d) Refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient/client care, unless a satisfactory reason is given to the Employer;
- e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- 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 her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties;

10.07

Job Posting

- a)
 - i. Where a permanent full-time or part time vacancy occurs in a classification within the bargaining unit or a new full-time or part time position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in this bargaining unit 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.
 - ii. A copy of all job postings will be provided to the Union at the time of posting. All job postings shall indicate a designated home site which is relevant for lay-off, vacation and any other site specific entitlement. It is understood that the designated home site shall be where the majority of hours are scheduled.
 - iii. The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

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

- b) A list of vacancies filled in the preceding month under Articles 10.07 (a), and the names of the successful applicants, will be posted, with a copy provided to the Union. The Employer will provide the Union with a list of unfilled previously posted vacancies at least every six (6) months. The Union will also be advised of any posted positions that have been rescinded by the Employer in the preceding month. Unsuccessful applicants will be notified.
- c) Employees shall be selected for positions under either 10.07 (a) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant will be selected. Where the applicant has been selected in accordance with this Article and it is

subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Employer will attempt, during the first sixty (60) tours (450 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy, to return the employee to her or his former Job, and the filling of the subsequent vacancies will likewise be reversed. The Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- d) Vacancies which are not expected to exceed ninety (90) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job. Where the Local parties agree, full-time employees may be considered for temporary full time vacancies on the same basis as regular part-time employees. A list of all vacancies expected to be ninety (90) days or more that were filled in the preceding month under this provision, including the names of the employees selected and the anticipated duration of the vacancy, will be provided to the Union.
- e) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- f) An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her or his selection. This does not apply to employees applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 within their assigned work area, or employees who posted or transferred as a result of a layoff.
- g) Where employees are reassigned to meet patient/client care needs, they will be reassigned to units or areas where they are qualified to perform the available work.

Layoff – Definition and Notice

- a) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
- i. reassignments will occur in reverse order of seniority;
 - ii. the reassignment of the employee is to an appropriate position with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - iii. the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - iv. the job to which the employee is reassigned is located at the employee's original work site;
 - v. the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
 - vi. where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided that no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute.

- b) A "short-term layoff" shall mean:
- i. a layoff resulting from a planned temporary closure of any part of the Employer'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 Employer'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:
- i. any layoff which is not a "short-term layoff"; or,
 - ii. the permanent reduction in regular hours of a full-time employee.

- d) Where an employee has her or his shift cancelled, this shall not constitute a layoff under this agreement.

Cancellation of partial or single shifts will be on the basis of seniority of the RTs on the unit on that shift, except where the more senior employee does not possess the training for the duties required on that particular shift.

e) Notice

i) Short-Term Layoff

The Employer shall provide the Union with no less than 30 calendar days' notice of a short term layoff. In giving such notice, the Employer will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected. If requested, the Employer will meet with the Union to review the effect on employees in the bargaining unit.

ii) Long-Term Layoff

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
- provide to the affected employee(s), if any, no less than four (4) months written notice of layoff, or pay in lieu thereof.
Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided the bullet above shall be considered notice to the Union of any subsequent layoff.

c) The Employer shall meet with the local Union to review the following:

- i. the reasons causing the layoff;
- ii. the service which the Employer will undertake after the layoff;
- iii. the method of implementation including the areas of cut-back and the employees to be laid off; and
- iv. any limits which the parties may agree on the number of employees who may be newly assigned to a unit or area.

10.09

Layoff – Process and Options

- a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the

basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

b) Short-Term Layoff

Employees shall have the following entitlements in the event of a short-term layoff:

- i. Prior to implementing a short-term layoff on a unit, employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.
- ii. An employee who has been notified of a short-term layoff may:
 - a) Accept the layoff; or
 - b) Opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 17.04; or
 - c) Elect to transfer to a vacant position, provided she or he is qualified to perform the available work.
 - d) Displace the least senior employee in the bargaining unit who's work he/she is qualified to perform.

c) Long-Term Layoff

- i. An employee who has been notified of a long-term layoff may:
 - a) Accept the layoff; or
 - b) Opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 17.04; or
 - c) Elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
 - d) Displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee subject to layoff is qualified to perform.

d) In all cases of layoff:

- i. Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual employee is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

- ii. No reduction in the hours of work of a full-time employee shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
 - iii. All employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
 - iv. No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.
 - v. In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
 - vi. The option to "accept a layoff" as provided in this Article includes the right of an employee to absent her or himself from the workplace.
- e) Where there are vacant positions available under Article 10, an employee who is recalled from layoff to a vacant position shall be provided with standard new-hire orientation to the position

10.10

Recall from Layoff

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

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

- c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then by seniority to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to casual part-time employees. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then by seniority to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- d) An employee to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 10.06 (c). No new notice of layoff will be required and the employee will be deemed to be laid off at the conclusion of the temporary vacancy.

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

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

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

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

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

10.11

Work of the Bargaining Unit / Agency

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

Employees will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. Employers will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient/client care.

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

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

10.12

Transfer outside of the bargaining unit

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

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

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

- b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Association of the names of any employees performing the duties of the positions outside the bargaining unit pursuant to Articles 10.12, the date the assignment commenced, the area of assignment and the duration of such assignments.
- e) An employee who accepts a transfer under Article 10.12 will not be required to pay Union for any complete calendar month during which no bargaining unit work is performed.

10.13

Human Resource Plans, Retirement and Separation Allowances

- a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
- b) Before issuing notice of long term layoff pursuant to Article 10.09(C)(ii), and following notice pursuant to Article 10.09 (C)(i), the Employer will make offers of early retirement allowance in accordance with the following conditions:
 - i. The Employer will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
 - ii. The Employer will make offers to employees eligible for early retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan).
 - iii. If no employees on the unit affected accept the offer, the Employer will then extend the offer to other employees in the bargaining unit in order of seniority.
 - iv. The number of early retirements the Employer approves will not exceed the number of employees who would otherwise be laid off.

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

- c) Where an employee has received individual notice of long term layoff under Article 10.09 such employee may resign and receive a separation allowance as follows:
 - i. Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii. Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

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 Chief Executive Officer, 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 Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business with supporting documentation. The Union will provide HR and the Manager (or her or his designate) with notice of the requested leave, (4) weeks in advance, except in emergency situations. Union business shall include but not be limited to conferences, conventions and Provincial Committee meetings. Only one RT will be permitted to be absent under this article at any one time, except the bargaining unit president and such leave shall not interfere with the efficient operation of the Employer. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee. The Employer will bill the Union within a reasonable period of time. Part-time RTs will receive service and seniority credit for all leaves granted under this Article. The cumulative total leave of absence permitted under this article would be thirty (30) shifts.

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 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 Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job. Only one (1) RT can be on ONA Staff Leave at any one time, and the Employer shall be entitled to temporarily replace that RT in accordance with the provisions of this agreement.

11.03 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 11.02 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

11.04 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. Notwithstanding Article 10.04, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

11.05

Bereavement Leave

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

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

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

11.06

Jury & Witness Duty

- a) If a full-time or regular part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:
 - i. Notifies the Employer immediately on the employee's notification that she or he will be required to attend court;
 - ii. Presents proof of service requiring the employee's attendance;
 - iii. Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time employee or regular part-time employee is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on her or his former schedule that is considered appropriate by the Employer.

It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- b) Where the Employer requires an employee to attend any meetings with Employer's counsel in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the workplace during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay. Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

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. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The employee 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 employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day). The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 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 her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit. The employee does not have any vested right except to receive payments for the covered employment insurance period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave, in addition to pension contributions if applicable.

11.08

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day). The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance 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 percent (84%) of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit .

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.

11.09 Education Leave

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

- a) Leave of absence, without pay, for the purposes of further education directly related to the goals and objectives of the Employee's department, as determined by the Employee's Manager or designate may be granted on written application by the employee to the Chief Executive Officer, Manager or designate.
- b) A full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to upgrade their qualifications as approved in accordance with Article 11.09(a) above.

For greater clarity, where the employee has provided adequate notice to their immediate manager, the Employer shall ensure that the employee is scheduled so that they are not required to work any shifts which conflict with the night preceding the examination or any shifts commencing on the day of the examination. The Employer shall schedule the employee in a flexible manner so as to ensure that they suffer no lost hours of work on account of the examination.

In order to ensure that adequate notice is given, it is agreed that the employee shall notify her or his Manager or designate of the date of the examination as soon as possible after she or he has become aware of the date of the exam, and in any event, no later than fourteen (14) days prior to the date when the schedule for the period that includes the examination date is to be posted. Failure to provide adequate notice may result in the employee forfeiting her or his right to flexible scheduling under this provision.

- 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 career development may be granted where those courses, workshops, or seminars relate to the goals and objectives of the Employee's department, as determined by the Employee's Manager or designate. Approval shall be at the discretion of the Employer upon written application by the employee to the Chief Executive Officer, Supervisor or designate.

For greater clarity, where attendance at a course, workshop, or seminar has been approved by the employee's immediate Manager (or designate), the Manager shall ensure that the employee is scheduled in a flexible manner so as to ensure that they suffer no lost hours of work on account of their attendance.

11.10 Professional leave with pay for scheduled hours will be granted to full-time and regular part-time employees who are elected or appointed to the College to attend scheduled meetings of the College, to a maximum of one day per month for any such employee.

11.11 Pre-Paid Leave Plan

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

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must complete a Flexible Scheduling Option Application and Agreement Form and provide it to their Manager at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) One (1) full-time member and one (1) part-time member of the bargaining unit shall be permitted to be on pre-paid leave at any time.
- d) Written applications will be reviewed by the Director, Manager or designate to determine the appropriateness of the request and the employee's eligibility for the leave. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee. Upon receipt, all such deferred salary will be subject to all deductions required by law or under the Collective Agreement.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the

purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan (HOOPP) made during the four years of salary deferral will be based on the full amount of the employee's regular earnings. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.

- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director and/or Manager. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i. A statement that the employee is entering the pre-paid leave program in accordance with Article 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 employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

11.12 Military Leave

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

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

(Articles 12.01 to 12.09 apply to full-time employees only, save and except 12.02, 12.03 and 12.09 which also apply to part-time employees)

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

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). 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 an employee has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 15.01 (b) if she or he otherwise qualifies.

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

12.04 The Union will advise the employee to utilize the carrier's medical appeal process to resolve disputes prior to hearing the matter at arbitration.

12.05 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).

12.06 For employees whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

12.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

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

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

12.10 Attendance Management

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

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

ARTICLE 13 - HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty- four (24) hour period exclusive of an unpaid one-half (1/2) 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) Employees shall be entitled, subject to the exigencies of patient/client care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
- (c) The regular daily tours of duty of a full-time employee shall average five (5) days per week over the schedule determined by the Employer.
- (d) Where an employee will be unable to take the normal lunch break due to the requirement of providing patient/client care, such employee shall notify his or her immediate supervisor to seek approval to work through their normal break. Where approved, the employee shall be paid time and one half (1 1/2) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.

13.02 Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

Extended daily tours shall be either:

- i. 9.375 consecutive hours in any 24-hour period, exclusive of a total of thirty-seven point five (37.5 minutes) of unpaid meal time
- ii. 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient/client care, to relief periods during the tour of thirty-seven and-a-half (37.5) minutes or forty-five (45) minutes respectively.

13.03 General Scheduling Provisions

The Employer will adhere to the following in the formulation of work schedules:

- a) Work schedules will be posted four (4) weeks in advance to cover a six (6) week period.
 - i. Schedules shall be posted as soon as possible on the day of posting.
 - ii. The Employer will not change a posted schedule with less than forty-eight (48) hours' notice, unless by mutual agreement.
 - iii. Each department will have a master schedule that will reflect baseline needs that being all full time and committed part time rotations and remaining tours. Each Unit will have a master

schedule with a copy provided to the Union upon request. Each master schedule will reflect the baseline needs that being all full-time rotations and part-time committed rotations and remaining tours.

- iv. The Employer will not schedule split shifts
- v. Once an employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made;
- vi. The day shift is the first shift of the day.
- b) Employees are permitted to exchange scheduled tours of duty with another employee scheduled in that Unit, provided that the exchange in tours has been submitted in writing forty eight (48) hours prior to the shift exchange, except in extenuating circumstances, co-signed by the employees involved, and approved by the manager. Such requests will not be unreasonably denied.
- c) Requests for specific days and/or additional time off after the schedule has been posted will be submitted at least two (2) weeks prior to the time off being requested. The employee will receive a written response to the request within one (1) week of the date of the submitted request. Exceptional requests may be submitted to the manager and the manager will consider the request as long as it does not interfere with the efficient operation of the employer.
- d) In the event that overtime is available, full-time employees will be called by seniority and equitability prior to regular part-time and casual employees. A tour will be deemed to be offered whenever a call or email is placed or a message left.
- e) Prior to the schedule being posted:
 - i. Part Time "Committed Line" Positions (Part Time A) with a partial FTE commitment will be pre-scheduled. Schedules for Part-Time A employees will:
 - a) normally consist of up to forty-five (45) hours balanced over two week periods
 - b) have a predictable scheduling pattern.

Note: It is recognized that not all pay periods will have the same number of shifts. When creating schedules, the employer, shall make best efforts to balance the number of shifts over the master schedule rotation.

- ii. All other regular part-time employees will be referred to as part-time B (regular part-time), and will be scheduled up to their forty five (45) hour commitment by seniority and availability after part-time A have been scheduled to their committed line rotation.

- iii. Once all regular part-time employees on the unit have been scheduled up to their commitment, extra tours will be offered to regular part time employees (both Part time A and B) in the department on an equitable basis starting with the most senior employee available.
- iv. Any remaining shifts after iii) above will then be offered to casual employees on an equitable basis.

After the schedule is posted:

- v. Shifts that become available for any reason after the schedule has been posted will first be offered on the basis of seniority to regular part-time employees (both Part Time A and B) in the department that have not been scheduled up to their commitment;
- vi. When all regular part time employees are scheduled up to their commitment and there are further available shifts, these additional shifts will be offered up to full time hours within a pay period to regular part-time employees in the unit based on their seniority in the following order:
 - Regular part-time
 - Job Sharers
 - Casual
- vii. Employees are to provide one email address or phone number if they wish to be contacted.

It is understood that a period of time as set out below will be provided to the employee to respond to the email or phone call, with respect to an offer of an additional shift.

A shift commencing within 72 hours of the email or phone call will be offered to the first respondent. Individual emails will be sent in order of seniority.

A shift commencing 72 hours or more from the initial request will be offered to the most senior employee to respond within 24 hours of the email. Group emails may be utilized.

- f). The Employer will provide the Union with a minimum of eight (8) weeks written notice of start and stop times. The Employer will endeavour to provide the Union and employees at least eight (8) weeks notification of any permanent change (a period defined as length of the normal posted schedule) in the unit master schedule. Where mutually agreed, this period of notice can be reduced. The Employer and the Union will discuss schedule changes prior to the changes being implemented. The Employer will not implement new start and stop times for any new or existing units without notification to the Union. The Union will be provided with copies of

all unit schedules upon written request to the Manager of Human Resources.

- g). When a line on a master rotation becomes vacant, the Employees in the unit concerned may request in writing to change to the vacant line. The vacant line on the master rotation shall be offered to the most senior RT, based on seniority as defined in accordance with Article 10.
- h). Where an employee has worked and accumulated approved overtime hours, according to Article 14.06 and 14.09, and elects to take equivalent time off, such time off must be taken within 60 days following the date on which it was accumulated. Such time off will be scheduled at a mutually agreeable time between the employee and her/his manager. Requests for such time off will not be unreasonably withheld. If the time off is not scheduled as per the above guidelines, the Employer will pay out any existing accumulated overtime banks in the first pay in January and August.

Requests to carry over no greater than 37.5 hours of payout will not be unreasonably denied, such request will be made prior to thirty (30) days of the payout date.

- i). In the event that an employee is required to float to another Unit, the following order will apply, providing that patient care needs will be met: (a) Volunteers; then, (b) The least senior employee that is qualified on any Unit as determined by the Manager or designate starting with part-time then full-time employees.
- j). In the event that certain nursing departments of the Employer are closed for a planned closure either during the Christmas or New Year's period or during the period June 15 to September 15, Employees assigned to these areas and who are not required as additional staff, either in a specific area or as additional float staff, by the Employer may have the following options:
 - (1) The employee may request to be floated to other areas of the Employer;
 - or
 - (2) The employee may request to be granted an unpaid leave of absence.
- k). Full-time Employees may be considered for temporary full-time vacancies on the same basis as regular part-time Employees. Notice will be sent to the Union at the time of transfer and expected duration.

13.04

Regular Part-Time Commitment

- (a) Available for scheduling twelve (12) months of the year unless the employee is on a scheduled weeks of vacation or an approved leave of absence.
 - i) Available work on either period the Christmas period or the New Year's

period and in addition at least three (3) other holidays during the year, two (2) of which will be those that fall between the dates of May 15th and September 15th of each year.

- ii) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled.
- (b) At least forty-eight (48) hours off are to be scheduled following a period of scheduled night tours to a day shift or an evening shift, unless mutually agreed otherwise.
- (c) The Employer will attempt to schedule employees to rotate the two tours of their preference (D/E or D/N). However, for the continuance of efficient operations, the Employer reserves the right to assign an employee to a tour other than his/her preference, following notification, in writing, to the employee concerned. Notwithstanding the above, an employee who wishes to rotate all three (3) shifts must put their desire in writing to the Manager or designate with a copy to the Union.
- (d) Casual Availability
 - i) Casual employees will declare on a monthly basis their availability for work the next six (6) week period.
 - ii) A casual employee who declares themselves available for work shall notify the Employer as soon as a change in circumstances becomes known.

13.05 Scheduling for 7.5 Hour Tours

- a) The weekend is defined as all hours from the completion of any day shift(s) on Friday to the commencement of any day shift(s) on Monday. A weekend for the permanent night employees will commence no later than 0730 hours on Friday and will include a total of fifty six (56) consecutive hours off.
- b) At least sixteen(16) hours off shall be scheduled between shifts, and at least forty-eight(48) consecutive hours off shall be scheduled following night duty.
- c) An employee will not be required to work more than seven(7) consecutive tours, followed by a minimum of two(2) consecutive days off. An employee who rotates tours will not be required to work more than seven(7) consecutive shifts on either evenings or nights, without being scheduled for a period of day tours, unless otherwise agreed.

Extended Tours

- a) For employees working extended tours, a regular day tour shall be comprised of 11.25 paid hours, which shall include forty-five (45) minutes of paid break time, and forty-five(45) minutes of unpaid break time.

- b) Scheduling

The following scheduling provisions shall apply to employees working extended tours as follows:

- a) No more than three (3) consecutive extended tours of the same shift shall be scheduled.
 - b) At least twelve(12) hours time off will be scheduled between shifts.
 - c) A weekend is defined as fifty-six(56) consecutive hours off, which shall commence no later than 1930 hours Friday.
 - d) A full time employee may not be required to change tours of duty more than once during a week, unless by mutual agreement.
 - e) The Employer will not change a posted schedule with less than forty-eight (48) hours notice, unless by mutual agreement.
 - f) At least forty-eight (48) consecutive hours off shall be scheduled following night duty to a scheduled day shift. A shorter period of time between changes may be agreed upon by mutual consent.
- c) Extended tour schedules will be finalized prior to any vote being taken and will start after the successful secret ballot vote conducted by the Union and a Management representative. The secret ballot vote will require an eighty (80) percent agreement of the secret ballots cast, by full Time and Regular Part Time Employees on the Unit.
 - d) An extended tour schedule may be discontinued where the employees on the unit vote to discontinue extended tours. The vote to discontinue will be conducted by the Union and a Management representatives, by secret ballot of Full Time and Part Time Employees on the Unit and will require a eighty (80%) vote to discontinue.
 - e) When less than eighty (80%) of the employees in a particular unit vote as outlined in Article D.4(e), in favour of extended tours by secret ballot, the Union may approach the Employer and ask them to consider the implementation of a combination of extended tours and normal tours in a particular unit.

The Employer shall make space available to the Union, in order to permit them to conduct a vote, to ensure that 100% of the unit staff have indicated their preference for normal tours or extended tours. The parties must meet to discuss the implementation of a combination schedule. Approval for implementation of a combination of extended tours and normal tours shall not be unreasonably denied.

f) Full-Time Only

The Employer will provide at least every second (2nd) weekend off. If the employee is required to work on a second (2nd) consecutive and subsequent weekend, she/he will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- i. such weekend has been worked by the employee to satisfy specific days off requested by such employee; in advance of the requested weekend.
- ii. such employee has requested weekend work; or
- iii. such weekend is worked as a result of an exchange of shift(s) or fulfilling a request for paid time off with another employee.
- iv. such employee has voluntarily accepted additional weekend work.

13.07

Scheduling Provisions for 10 Hour Tours

- a) The ten (10) hour tour schedule may be introduced when a written request has been provided to the Employer and copied to the Bargaining Unit President, signed by fifty (50%) of the employees on that Unit.
- b) The ten (10) hour schedule will be finalized prior to any vote on the ten (10) hour tour has been taken. Eighty(80%) of the employees (full and part-time) that vote by secret ballot must be in favour of the ten (10) hour schedule.
- c) The following scheduling provisions shall apply to all employees working extended 10 hour tours:
 - i) A ten (10) hour tour will be paid 9.375 hours. Employees will be scheduled four(4) shifts in a week for 37.5 hours of paid time
 - ii) Employees shall be entitled, subject to exigencies of patient care, to unpaid meal periods of 37.5 minutes and 37.5 minutes of paid break time.

- d) The Employer or the Union may discontinue the ten (10) hour schedule in a Unit with the provision of ninety (90) days written notice to the other party. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days, to discuss the discontinuation of the schedule. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

13.08

4 ON/5 OFF – Extended Tour Schedule

- a) 4ON/5OFF rotations are for full-time employees only
- b) The 4ON/5OFF extended tour schedule may be implemented when eighty (80) percent of the employees on a particular unit have so indicated by secret ballot.
- c) When less than eighty (80%) of the staff on a particular unit vote in favour of the 4 ON/5 OFF extended tour schedule by secret ballot, the Union may approach the Employer and ask them to consider the implementation of a combination 4 ON/5 OFF extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular uni
- d) The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
- e) The Employer shall make space available to the Union in order to permit the Union to conduct the secret ballot vote.
- f) The 4 ON/5 OFF schedule may be discontinued in any unit when:
 - (i) fifty-one (51%) of the employees in a unit so indicate by secret ballot;
or
 - (ii) the Employer decides to do so because of:
 - a) adverse effects on patient care, or
 - b) inability to provide a workable staffing schedule, or
 - c) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
 - (iii) When notice of discontinuance is given by either party in accordance with number(ii) above, then:
 - a) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - b) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended;

g) The scheduling provisions contained in the Collective Agreement are applicable save and except as amended below:

- i. Employees will not be required to work more than four (4) shifts in a row. If an employee works a fifth (5th) shift, the employee will receive premium pay. The employee will not receive premium payment if the fifth (5th) shift is a required additional shift to maintain full-time hours, subject to (iii) below.
- ii. Employees will not be scheduled to work more than three (3) consecutive weekends. If an employee works a fourth (4th) weekend or a portion of a weekend, the employee will be paid premium as per the Collective Agreement, for all hours worked on that weekend, unless the employee requests to work that weekend shift to maintain full-time hours and to work their required additional shift(s).
- iii. All 4ON/5OFF master schedules will be calculated to years end to ensure the schedule provides 1950 hours in each calendar year. Employees must make themselves available to work their required additional shift(s) on all shifts. The scheduling of the required additional shifts will be scheduled to provide direct patient care, prior to the scheduling of regular part-time employees.

These additional shifts will be scheduled by the Hospital equally throughout the calendar year as much as possible, and will be paid for hours worked at the employee's straight time hourly rate of pay. The Hospital will make all efforts to not schedule these required additional shifts in a manner which results in the employee working 5 consecutive tours.

The employee may provide their availability for additional shifts for the year by January 31st of each year, and the Employer will consider such availability when scheduling the required additional shifts, by January 31st of each year. The Employer will make best efforts to schedule the Employee's requested required additional shifts, subject to operational requirements.

If the employee does not provide the required availability for these required additional shift(s), the Manager will have the ability to schedule these required additional shifts(s) equitably throughout the year.

For clarity the parties' current practice to provide for 1950 hours shall be maintained, paid holidays will not be added as part of the master schedule.

- iv. Prior to formulating a 4ON/5OFF master rotation for any unit the

parties must agree on all scheduling provisions specific to the 4ON/5OFF rotation. The master rotation schedule will be developed based on the number of employees who indicate their willingness to work a 4ON/5OFF rotation. The finalized master rotation must be agreed upon by the parties prior to being presented to the employees on the unit. Once the master rotation is finalized it will not be altered without the consent of the Union.

13.09 Four Hour Tours (PT Only)

There shall be no tours of less than four (4) hours.

Where four-hour shifts are required, Article 13 in its entirety applies except as amended by the following:

- a) The Employer will endeavour to keep the number of four (4) hour shifts to a minimum.
- b) There shall be an equitable distribution of such tours among the regular part time employees in each. Equitable distribution is understood to mean equity in the distribution of four (4) and seven and one-half (7½) hour or longer tours where they are available.
- c) Employees working four (4) hour tours shall be granted a fifteen minute paid rest period as per the Central Collective Agreement.
- d) There will be no more than seven (7) shifts in a row scheduled. If an employee is required to work on a eighth (8th) consecutive and subsequent tour, then she/he will receive premium payment for each shift so worked until a day off is scheduled.
- e) On a unit where there are regular pre-scheduled four(4) hour tours, these four (4) hour tours shall be considered to be a full shift worked. Any requirement to work additional time beyond the four (4) hours will constitute overtime worked.

13.10 Christmas Schedule

Employees will maintain their master schedule during the holiday periods.

The Christmas period shall be defined as the beginning of the day shift December 24th, until the beginning of the Day shift December 27th. The New Year's period shall be defined as the beginning of the day shift December 31 until the beginning of the day shift January 2.

Requests for time off over the Holiday Period must be submitted, in writing, by October 1st.

If the staffing requirements allow for employees to be off during the holiday period, time off will be granted in the following manner:

- 1) Employees who have worked one of the holiday periods in the previous year and are scheduled for the same holiday period. Where this applies to more than one (1) employee seniority shall govern.
- 2) Employees scheduled to work both the Christmas and New Year's Holiday period will be granted time off over one of either the Christmas or New Year's Periods
- 3) Where staffing does not allow for all of the time off requests to be granted seniority shall govern
- 4) Additional employees will be granted time off based on seniority

ARTICLE 14 – PREMIUM PAYMENT

14.01 Overtime Definition

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

For FT employees, any hours worked in excess of the employees posted schedule shall be considered overtime.

For PT employees, any hours worked in excess of 75 hours during a pay period shall be considered overtime.

The overtime rate shall be one and one-half (1½) times the regular straight time hourly rate of pay.

- a. Overtime premium will not be duplicated for the same hours worked under Article 14.01, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein. For purpose of clarity, a FT employee who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times her or his straight time hourly rate.
- b. PT employees who are filling a temporary FT vacancy shall be treated as FT employees for the purposes of this article.

- 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 an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.
- 14.03 Where an employee is required to work on a paid holiday or on an overtime tour or on any other tour that is paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate, and the employee is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where an employee is called back from standby and works in excess of 9.375 hours, such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.04 Overtime/Call Back Accumulation
- Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half (1½) times, then time off shall be at one and one-half (1½) times).
- Where an employee chooses the latter option, such time off must be taken within a sixty day period, or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.
- 14.05 An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Employer which she or he is capable of doing, if her or his regular duties are not available.
- 14.06 Standby/On-call
- Where a full-time or regular part-time employee has completed her or his regularly scheduled tour and left the Employer and is called in to work outside her or his regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the employee will receive time and one-half (1½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- i. All RTs scheduled for standby will be provided with pagers provided by the Employer. The pagers will be returned by the employees to the Employer on the next scheduled day of work.

- ii. There will be equal distribution of the Standby/On call scheduling for all RTs assigned to the designated unit including full time and part time RTs. Casual RTs that are qualified may be scheduled Standby / On Call.
- iii. RTs may exchange or give away Standby/On Call scheduling with the mutual consent of the RTs involved and the approval of the Manager. The exchange of or give away of Standby/On Call scheduling will not result in incremental costs.
- iv. Standby/On Call scheduling will be posted at the same timeframe as the posting of the regular scheduling. The RTs scheduled Standby / On Call, will be scheduled for a maximum of five (5) consecutive shifts of standby. RTs will not be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period without being relieved from duty.
- v. The statutory holidays will be equally distributed amongst the RTs that are scheduled Standby/On Call.
- vi. RTs scheduled on standby are entitled to the normal relief and meal periods in accordance with the collective agreement.
- vii. The RTs will clarify the need to remain at work prior to leaving the Employer, according to the Departmental Process.
- viii. RTs will not be required to work their next scheduled shift without a minimum of eight (8) hours of rest period between the completion of the standby assignment and the next scheduled shift. The RT will be paid for all scheduled hours within the eight (8) hour rest period. The RT must contact the Unit and be available to work any remaining hours of the scheduled shift or may request lieu time off if Unit's needs permit.

14.07 An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the employee is called in to work under Article 14.06 above and works during the period of standby.

14.08 A. An employee 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 sixty-five cents (\$2.65) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the employee's straight time hourly rate. For purposes of this provision, the

night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be as follows:

- i. evening shift shall start at 15:30 and shall end at 23:30
- ii. night shift shall start at 23:30 and shall end at 7:30

- B. An employee shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If an employee is receiving premium pay under Article 14.02, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

14.09 Ambulance Escort

- A. Where an employee is assigned to provide patient care for a patient in transit, and such duties extend beyond the employee's regular shift, the Employer will not require the employee to return to regular duties at the Employer without at least eight (8) hours of time off. Where such time off extends into the employee's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- B. The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.
- C. Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the Employer or to such other location agreed upon between the Employer and the employee will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the employee shall return to the Employer or to such other location agreed upon between the Employer and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Employer and the employee, the Employer will establish with the employee arrangements for return travel.

14.10 Changes to Posted Work Schedules

It shall be the responsibility of the employee to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee.

A. For FT employees:

- i. Where less than forty-eight (48) hours' notice is given in writing to the employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.
- ii. Where less than forty-eight (48) hours' notice is given in writing to the employee for the cancellation of a shift that was added to her or his schedule, time and one-half (1½) the employee's straight time hourly rate will be paid on the employee's next shift worked. This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period.
- iii. Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.

B. For PT employees:

- i. Where less than twenty-four (24) hours' notice is given in writing to the regular part-time employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.
- ii. Where less than twenty-four (24) hours' notice is given in writing to the employee for the cancellation of a shift that was added to her or his schedule, time and one-half (1½) the employee's straight time hourly rate will be paid on the employee's next shift worked. This shall not include shifts added to her or his schedule within the same twenty-four (24) hour notice period. Such changes shall not be considered a lay off.
- iii. Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times her or his straight time hourly rate for all hours worked on that tour.
- iv. Where an employee is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the employee will be paid for a full tour provided that the employee works until the normal completion of the tour.
- v. Casual part-time employees whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours' notice then paragraph (b)-shall apply to casual part-time employees.

- 14.11 When an employee is required to travel to the Employer 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 Employer will pay transportation costs either by taxi or by the employee's own vehicle at the rate of twenty-two cents (\$0.22) per kilometre or Employer policy whichever is greater or such greater amount as the Employer may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Employer satisfactory proof of payment of such taxi fare.
- 14.12 An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal.

ARTICLE 15 - PAID HOLIDAYS

- 15.01 Applicable to full-time employees only
- a) The collective agreement shall provide twelve (12) paid holidays with appropriate payment to all employees, provided that the employee fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non- designated days such as float days, anniversary days, and birthdays.
 - b) An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday. In addition, she/he will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7½) hours.
 - c) Where the employee is required to work on a paid holiday for which she is paid at the rate of time and one-half (1½) her regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
 - d) In the event of illness, an employee who qualifies to receive pay for any holiday will not be entitled, to receive premium payment, but will be entitled to receive sick pay in respect of the same day. In order to qualify for pay for a holiday, an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- i. Legitimate illness or accident which commenced within a month of the date of the holiday;
- ii. Vacation granted by the Employer;
- iii. The employee's regular scheduled day off;
- iv. A paid leave of absence provided the employee is not otherwise compensated for the holiday.

15.02 (Applicable to part-time employees only)

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

- a) An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday.
- b) Where the employee is required to work on a paid holiday for which she is paid at the rate of time and one-half (1½) her regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

15.03 The following shall be paid holidays:

New Year's Day	Thanksgiving Day
Family Day (3rd Monday in February)	2nd Monday in November
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day (Canada Day)	Labour Day
Civic Holiday	1st Monday in June

15.04 When an employee qualifies for lieu days, the lieu day shall be scheduled off at a mutually agreed upon time, including weekends, within sixty (60) days on either side of the holiday unless otherwise mutually agreed to by the employee and the Hospital.

Employees may request, in writing, to accumulate up to five lieu days. Such days are to be used at a mutually agreeable time as determined by the employee and her/his manager.

If the time off is not scheduled as per the above guidelines, the Hospital will pay out any existing accumulated lieu banks owing to any employee on the first pay in January and August.

15.05 FT Only: Employees who are scheduled to work any of the above holidays may

request time off. Such request shall not be unreasonably withheld. Scheduling of a day off on the day of observance of a holiday will be distributed among the RTs in each RT unit concerned as equitably as is reasonably practicable.

15.06 FT Only: In accordance with the current practice, employees working in the Operating Room and any other clinics, Monday to Friday, will be scheduled off on paid holidays, subject to any on-call scheduling obligations. The Employer will provide the Union with at least eight (8) weeks written notice of any changes to the public holiday scheduling for these areas, and will meet with the Union to discuss the changes prior to implementing any changes.

ARTICLE 16 - VACATIONS

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

- a) All employees shall receive three (3) weeks' vacation after one (1) year of continuous service, and four (4) weeks' vacation after three (3) years of continuous service.
- b) All employees shall receive five (5) weeks' vacation after eleven (11) years of continuous service.
- c) All employees shall receive six (6) weeks' vacation after twenty (20) years of continuous service.
- d) All employees will receive seven (7) weeks' vacation after twenty-five (25) years of continuous service.

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

Full Time		Part-Time	
Full Time Increment	Vacation Entitlement	Part-Time Increment	Part-Time Vacation Pay
Less than 1 year continuous Service	1.25 days per month	1500 hours of continuous service	6%
After 1 year of continuous service	3 weeks (1.25 days per month)	After 1500 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4500 hours of continuous service	8%

After 11 years of continuous service	5 weeks (2.08 days per month)	After 16000 hours of continuous service	10%
After 20 years of continuous service	6 weeks (2.5 days per month)	After 30000 hours of continuous service	12%
After 25 years of continuous service	7 weeks (2.92 days per month)	After 37500 hours of continuous service.	14%

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1500 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves.

Part-time employees have the option of requesting all or part of the equivalent unpaid vacation time off in calendar weeks. There will be no carry-over of unpaid vacation time.

Should existing scheduling provisions provide unpaid time off for part time employees, this language shall be maintained.

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, the period 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 an employee's scheduled vacation is interrupted due to bereavement, or jury and witness duty, the employee 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.
- f) Should an employee terminate with less than two (2) weeks' notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

16.04 A vacation request, which has been submitted by the employee and then approved by the Employer, shall not be cancelled unless by mutual consent.

16.05 Vacation quota will apply for the period of July 1st until August 31st of each year.

16.06 The process for submitting vacation requests for the period of July 1st until August 31st will begin on February 14th starting with the most senior employee. In descending order of seniority each employee will have two (2) days to select up to two (2) available weeks preferred vacation.

In the event an employee is on a leave or vacation when it is their turn to make a selection, the affected employee may identify their preferred weeks in advance or request a reasonable extension of time to make their choice. Such permission shall not be unreasonably withheld.

Vacations will be granted by seniority. The approved vacation time for this period will be posted by May 1st of each year.

Requests for vacation at any other time of year shall be submitted at least three (3) weeks prior to the posting date for the new schedule and shall be granted on a first come first served basis. A response to the request will be provided from the Manager, in writing within three (3) weeks of the date the request was submitted and prior to the posting of the schedule.

Exceptional requests for vacation will be considered by the Hospital at any time. A vacation request cannot be submitted greater than 12 months ahead of the requested time off.

16.07 The Hospital shall endeavour to grant up to fifteen (15%) of the RT on the unit off at any one time during July 1st until August 31st to accommodate vacation requests. Vacation requests will be dealt with separately for Full-time and regular Part-time RT's in the unit at the same fifteen (15%) ratio for both RT groups. When this is not a whole number, it shall be "rounded up" at 0.5 or greater.

It is understood that vacation weeks are not necessarily continuous; however, the Hospital will endeavour to accommodate the wishes of the RT's with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations.

Vacation may commence on any day of the week, a week being defined as Monday to Sunday for July 1st to August 31st. This will be counted as a full week's vacation, regardless of the number of vacation hours used to achieve the week off. It is understood that those who are scheduled for a week off as part of the regular schedule will not be counted toward the 15% off quota.

16.08 RTs may not take more than two (2) weeks of vacation from July 1st until August 31st. After vacation weeks have been granted an employee may request single vacation days. Such requests will not be unreasonably denied. An RT may only exercise her/his seniority rights once in each vacation year.

16.09 Vacation may not be taken between December 24th and January 2nd of each year.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time employees only)

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

- a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the employer's semi private plan / private plan.
- b) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Extended Health Care Benefits Plan in effect as of June 29, 2017. The services are subject to reasonable and customary amounts. See employee benefits booklet for coverage amounts and limits

Effective August 1, 2020

- i. Hearing aid coverage shall increase to \$700 /person every thirty-six (36) months, vision care coverage shall increase to \$450 every 24/months, and chiropractic therapy shall increase to \$400/insured personal annually).

Add Psychologist, Registered Psychotherapist, or Social Worker (MSW) for a total of \$800 annually.**

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

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

- d) Dental

The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under

the current provider in effect as of June 29, 2017. based on the current ODA fee schedule. Please see employee benefits booklet for coverage amounts and limits.

- e) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the employee, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

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

- f) Benefits Age 65 and Older

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

- g) The Employer will provide to all employees who are 55-64 years of age who retire (including disability retirements) and are in receipt of Employers semi-private / private plan, extended health care and dental benefits on the same basis as is provided to active employees up to age 65. Employer is still responsible for 75% of premium payment.

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

17.03 The Employer 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 Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer 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 Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

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

17.05 The Employer shall continue to pay the premiums for benefit plans under Articles 17 for employees who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.

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

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

17.06 a) The Employer shall provide each employee 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 Employer will make the Plans available to the Union for inspection.

b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Employer shall also provide the Union with a copy of all current information booklets provided to the employees.

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

The Employer 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 Employer against any claims or liabilities arising or resulting from the operation of this Article.

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

ARTICLE 18- MISCELLANEOUS

- 18.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Employer and the local Union, as requested. The cost of printing the Collective Agreement will be shared equally by the Employer and the local Union.16.02.
- 18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 18.03 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her or his telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the Public Employers Act will be provided by the Employer in compliance with the Regulations. The employee may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will notify the Union and provide a copy, if requested.
- 18.07 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for patient/clients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- a) Employees shall, subject to the following, be required to be vaccinated for influenza.
 - b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
 - c) Employers recognize that employees have the right to refuse any required vaccination.

- d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Corporation until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that Article 18.04 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

18.08 Bulletin Boards

The Employer will provide access to a glassed, lockable bulletin board for the use of the Union in posting Union notices. The Employer shall provide a key to the Bargaining Unit President.

ARTICLE 19 - COMPENSATION

Effective July 1, 2017 – 1% Across the Board Wage Increase
Effective July 1, 2018 – 1% Across the Board Wage Increase
Effective July 1, 2019 – 1% Across the Board Wage Increase

Salary Schedule – Hourly Rates

19.01 Salary Schedule – Hourly Rates

Registered Respiratory Therapist

	July 1 2017 (Precertification Wage Grid)	July 1, 2017 (1% ATB)	July 1, 2018 (1% ATB)	July 1, 2019 (1% ATB)
1 Year	\$ 30.46	\$30.76	\$31.07	\$31.38
2 Years	\$ 31.64	\$31.96	\$32.28	\$32.60
3 Years	\$ 32.96	\$33.29	\$33.62	\$33.96
4 Years	\$ 34.27	\$34.61	\$34.96	\$35.31
5 Years	\$ 35.58	\$35.94	\$36.30	\$36.66
6 Years	\$ 36.89	\$37.26	\$37.63	\$38.01
7 Years	\$ 38.21	\$38.59	\$38.98	\$39.37
8 Years	\$ 39.51	\$39.91	\$40.30	\$40.71
9 Years	\$ 42.06	\$42.48	\$42.91	\$43.33

- a) The salary rates in effect during the term of the Agreement shall be those set forth in the Appendix attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time employees shall be as follows:

(Articles 19.01(b) and 19.01 (c) apply to part-time employees only)

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

Applicable straight time hourly rate + 13%.

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

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe

benefits will not be included for the purpose of computing any premium or overtime payments.

19.02 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, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

19.03 Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

19.04 Claim for related clinical experience, if any, shall be made in writing by the employee 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 employee's date of hire. The employee shall co-operate with the Hospital by providing verification of previous experience so that her or his related clinical experience may be determined and evaluated during her or his probationary period. Having established the related clinical experience, the Hospital will credit a new employee with one (1) annual service increment for each year of experience (for part-time employees, experience will be calculated pursuant to the formula set out in Article 19.06) up to the maximum of the salary grid.

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

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

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

employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

- b) For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1500 hours worked equaling one (1) year of experience.
- c) Casual part-time employees will then advance on the grid in the same manner as regular part-time employees.

(Article 19.06 is applicable to part-time employees only)

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

19.07 Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves.

19.08 Retroactivity will be paid on the basis of hours paid within four full pay periods (approximately 8 weeks) of the date of ratification. 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 Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer 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 Employer will contact former employees at their last known address on record with the Employer, with a copy to the Union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

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

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

ARTICLE 20- JOB SHARING

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

If the Employer and the Union agree to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined locally.

Once the Employer has determined that a vacancy exists and the Employer

and the Union have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and filled in accordance with Article 10.07.

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

20.02 When the Employer agrees to a Job Sharing agreement, the following conditions shall apply:

- a) Job sharing requests with respect to full-time positions shall be considered on an individual basis.
- b)
 - i. Total hours worked by the job sharing arrangement will equal one (1) full-time position. The job sharers will divide the scheduled shifts as per the Collective Agreement, by mutual agreement between the partners. If there are any disputes regarding the scheduled shift(s), the Manager will assign the shift(s).
 - ii. Job-sharers may work additional shifts as per the Collective Agreement regarding Part-time Scheduling and Commitment.
- c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- d) Each job sharer may exchange shifts with her/his partner, as well as with other employees 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 employee would be required to work.
- f) Coverage:
 - i. The Job sharers will attempt to cover each other's incidental illnesses. If a Job Sharer cannot cover the other's absences, the Unit Manager will be notified in the usual manner to book coverage. Job sharers are required to cover each other's planned absences with a minimum of two (2) weeks notice. The Job Sharer will cover each other's vacation of up to 3 consecutive weeks duration unless extenuating circumstances approved by the Unit Manager.
 - ii. Pregnancy leave, and other leaves:
-
In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Manager but it is hoped that the

remaining member of the position would be prepared to cover the leave of absence as much as possible.

g) 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.

h) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half 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.

i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

j) Discontinuation

Either the Employer or the Union 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.

ARTICLE 21 - DURATION

21.01 This Agreement shall continue in effect until June 30, 2020 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.

ARTICLE 22 - MODIFIED WORK

22.01 The Employer will notify the President of the Local RTs' Association of the names of all RTs who go off work due to a work related injury or when an employee goes on L.T.D.

22.02 The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

22.03 The Employer will notify the Union of any RT who has been injured while on Employer property because of a physical assault within four (4) days of the Employer becoming aware of the injury. The Employer will consider reimbursement for damage to personal property (e.g. glasses, watches and uniforms) resulting from such physical assaults.

22.04 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify and meet with the ONA Return to Work representative, and/or the Labour Relations Officer to discuss the circumstances surrounding the employee's return to suitable work.

It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Employer's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

22.05 Early and Safe Return to Work

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of RTs requiring accommodation, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of those employees. The Employer and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Employer and the Union agree that participants will use electronic communication where available

- a) A joint Return to Work committee (RTW) comprised of the bargaining unit president, the RTW lead and or alternate and Employer representatives will be established. One Union representative will be recognized as the RTW lead. RTW will meet monthly with the ability to call additional meetings as necessary. The Union RTW lead will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings on a day off. Such hours are invisible for the purposes of determining premium.
- b) The Employer will provide an updated list of information to the Union RTW lead, one week before each the monthly meeting including the following:
 - i. Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits

- ii. Employees absent from work because of disability who are in receipt of Long Term Disability benefits including the last day worked
 - iii. Employees who have been absent from work because of disability for more than twenty-three (23) months
 - iv. Employees who are currently off for thirty (30) days or longer due to illness.
 - v. Employees who are currently on a temporary modified work program
 - vi. Employees who are currently permanently accommodated in the workplace
 - vii. Employees who require temporary modified work
 - viii. Employees who require permanent accommodation in the workplace.
- c) A disabled employee who has obtained medical clearance from a treating physician to return to work will provide the Occupational Health Department with medical verification of her/his ability to return to work including information regarding any restrictions. It is understood that the Occupational Health Physician is not the treating physician for the disabled employee.
- d) When a returning employee is in need of a permanent accommodation the Employer will notify the Union RTW lead and will provide him/her the information obtained under (c) above.
- e) As soon as practicable the committee Chair or their designate, and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan.
- f) In creating a return to work plan, the committee will consider the employee's abilities and accommodation needs and if she/he is unable to return to work in accordance with (e) above, the committee will identify any positions in the Employer in which the employee may be accommodated.
- g) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with the Collective Agreement, they must balance additional factors including in no particular order:
- i. skills, ability and experience
 - ii. ability to acquire skills

- iii. path of least disruption in the workplace
 - iv. the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
 - v. seniority.
- h) When more than one employee is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in the Collective Agreement are relatively equal, seniority shall govern.
- i) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- j) The committee will develop and recommend strategies for:
- i. integrating accommodated workers back into the workplace
 - ii. educating employees about the legal, personal, organizational aspects of disabled workers to work.
- k) Alternative Placements
- i. Before posting, the RTW will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her/his home unit.
 - ii. If a vacancy is identified as suitable for accommodation purposes, the RTW may recommend holding the posting and convene a meeting of the RTW as soon as possible to determine:
 - a) Whether the unit, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of employees working in the unit, alternative resources, can reasonably accommodate an employee, and,
 - b) Whether a position outside the bargaining unit may be an appropriate position for accommodating an employee.
- l) When the parties agree to a permanent accommodation and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- m) The parties may agree to a written agreement for temporary accommodations of extended duration. In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.

DATED AT _____, Ontario, this ____ day of _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

APPENDIX 1 ONA GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA RÉP. DE L'AIIO:	
STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
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 2

LETTER OF UNDERSTANDING

Between:

**SOUTHLAKE REGIONAL HEALTH CENTRE
ALLIED
(Hereinafter referred to as “the Hospital”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Association”)**

Re: Anesthesia Assistant/Respiratory Therapist

WHEREAS ONA is the bargaining agent for all Respiratory Therapists (RT) at Southlake Region Hospital;

AND WHEREAS the Parties have agreed that the job classification Anesthesia Assistant (AA) is not included in the bargaining unit;

AND WHEREAS as of the date of certification, Southlake has two (2) employees (Loretta Caranci Cadney and Linda Battenberg) who work in a split AA/RT position;

AND WHEREAS the parties desire clarity regarding the application of the collective agreement on these employees;

The parties agree as follows:

- 1. The Parties agree that these employees will be grand-parented into the AA/RT position.**
- 2. The Parties agree that when each of these employees respectively ceases to continue to work in this classification, the AA/RT position will cease to exist and not be filled.**
- 3. The Parties agree that for the purposes of seniority, both employees have all hours worked counted towards seniority.**
- 4. The Parties agree that for the purposes of benefits, both employees will be provided the same benefits as required in the collective agreement.**

5. The parties agree that any other terms and conditions of employment will be maintained as status quo to prior to the RT bargaining unit becoming certified and conclusion of the first collective agreement.
6. The Parties agree that any across the board wage increase negotiated by the Union that apply to the RT classification will apply to the RT aspect of these employees wage structure.
7. The Parties agree that any non-union wage increase that effects the AA classification will apply to the AA aspect of these employees' wages structure.
8. The Parties agree that if either of these employees are to be laid off, they will have the option to displace into the RT classification by seniority pursuant to the terms of the collective agreement.

DATED AT _____, Ontario, this ____ day of _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

 Labour Relations Officer

