

COLLECTIVE AGREEMENT

Between:

ST. JOSEPH'S CONTINUING CARE CENTRE – HEALTH CARE PROFESSIONALS
(Hereinafter referred to as the “Hospital”)

And:

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

Expiry Date: December 1, 2022

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent of all paramedical employees of St. Joseph's Continuing Care Centre in the City of Greater Sudbury, save and except supervisors and those above rank of supervisor.

For the purposes of clarity, but not limiting the generality of the foregoing, the term "paramedical" includes all Occupational Therapists, Physiotherapists, Physiotherapy Assistants, Recreation Therapists, Recreation Therapy Assistants, Respiratory Therapists, Rehabilitation Assistants, Social Workers and Dieticians.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and without restricting the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline members, provided that a claim of discharge, suspension or other discipline without just cause may be subject of a grievance and dealt with as hereinafter provided;

- (b) Determine and establish standards and procedures for the care, welfare, safety and comfort of the patients in the facility;
- (c) maintain order, discipline and efficiency;
- (d) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (e) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith;
- (f) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement;
- (g) exercise those rights, powers, functions or authorities which are not specifically abridged or modified by this Agreement.

3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – DEFINITIONS

4.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary pronoun, where the content so requires. Where the singular is used, it may be deemed to mean the plural.

4.02 A Registered employee is an employee who holds a Certificate of Registration with a Professional College of Ontario in accordance with the *Regulated Health Professionals Act*.

All registered staff in all disciplines, as a condition of their continued employment with the Hospital, are required to present annually to the Human Resources Department proof of current certification, registration and/or licensing in good standing as required by their respective professional colleges.

An employee who fails to provide annual proof of certification and licensing by the deadline required by their respective professional college will be placed on non-disciplinary suspension without pay. If the employee presents appropriate evidence of certification and licensing within 30 days of such suspension, the employee shall be reinstated to their former position effective upon presenting such evidence to the Hospital. Failure to provide evidence of certification and licensing within 30 calendar days of the employee being placed on non-disciplinary suspension by the Hospital will

result in the employee being deemed to be no longer qualified and the employee shall be terminated from the employ of the Hospital.

- 4.03 An employee who holds a Temporary Certificate of Registration with their respective professional college must obtain her or his Permanent Registration prior to the expiry of the Temporary Certificate of Registration. If the employee fails to obtain her or his Permanent Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he may, at the discretion of the Hospital, be placed on non-disciplinary suspension without pay. If the employee presents appropriate evidence of permanent registration within 30 days of such suspension, the employee shall be reinstated to their former position effective upon resending such evidence to the Hospital, otherwise she or he will be deemed to be not qualified for the position of registered employee and she or he will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration. The Hospital reserves the right, without obligation, to consider renewal of a temporary registration in certain circumstances.
- 4.04 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 17.
- 4.05 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 4.04 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time employee shall be considered casual employees.
- The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from an employee to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.
- 4.06 This combined agreement contains provisions applicable to full-time employees and provisions applicable to part-time employees. The combination of the agreements shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such rights do not presently exist. The scope of the applicable bargaining unit is set out in Article 2.01.

ARTICLE 5 – RELATIONSHIP

The parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between Hospitals, employees, physicians, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of

addressing discrimination and harassment issues in a timely and effective manner as set out below:

- 5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 5.02 The Union agrees there will no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no harassment and/or discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*.
- 5.04 Harassment and Discrimination
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Hospital or agent of the Hospital or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression, or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2) and 10 (1).
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Hospital or agent of the Hospital or by another employee". Ref: *Ontario Human Rights Code*, Sec. 7 (2).
- The right to freedom from harassment in the workplace applies also to sexual orientation.
- (c) "Every person has right to be free from,
- i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or

threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. Ref: *Ontario Human Rights Code*, Sec. 7 (3).

- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Hospital’s harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the Hospital and the union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.
- (f) Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.
- (h) The parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
 - Reviewing the hospital’s harassment policy and making joint recommendations to the Chief Executive Officer or designate;
 - Promoting a harassment free workplace where there is ‘zero tolerance’;
 - Ensuring that all employees are familiar with the Hospital’s harassment policy by identifying educational opportunities, including the orientation period for new employees;
 - Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee Assistance Programs, staff supports);
 - Development of processes to address the accommodations/modified work needs for employees;
 - Development of assertiveness training programs.

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

- 5.05 The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through safe and expedient process.
- 5.06 Whistle Blowing Protection
- Provided an employee has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegations of wrongdoing, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.
- 5.07 In dealing with complaints, the Hospital shall ensure that the process is fair for all.
- 5.08 In dealing with physician conduct, the Hospital may incorporate tools, definitions and processes from the College of Physicians and Surgeons' *Guidebook for Managing Disruptive Physician Behaviour*.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

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

ARTICLE 7 – UNION SECURITY

- 7.01 The Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.
- Where an employee has no dues deducted during the payroll period from which dues are normally deducted; that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.
- If the failure to deduct dues results from an error by the Hospital, then, as soon as the error is called to its attention by the union, the Hospital shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Hospital shall make the deduction in the manner prescribed by the union.

- 7.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice President, Finance of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Hospital the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the employees' social insurance number, amount of dues deducted and, where feasible, the Hospital shall also provide 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 and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union.
- The Hospital will also identify the dues month, name(s) of the bargaining unit and payroll contact information.
- The Hospital will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six months.
- The Hospital agrees to provide the Ontario Nurses' Association, the required information in an electronic format agreeable to the Union.
- 7.06 The Hospital agrees that an officer of the Union or Union representative shall be allowed 15 minutes 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 Hospital.
- NOTE: The list provided for in Article 7.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital 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 Hospital's payroll system.

ARTICLE 8 – REPRESENTATIVE AND COMMITTEES

8.01 Meetings

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

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

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

8.02 Grievance Committee

The Union may elect, appoint or otherwise select and the Hospital will recognize two (2) Union representatives or designates, one of whom will be the Bargaining Unit President or designate, who may assist employees in the presentation of any grievance arising under the terms of the Collective Agreement.

Union representatives and members of committees have their regular work to perform on behalf of the Hospital. If it is necessary for a representative or a committee member to deal with grievances or other Union business connected with this Agreement during their scheduled hours of work, they shall not leave their work area without first obtaining the permission of the Supervisor or alternate. When resuming their regular work, they shall again report to the Supervisor or alternate. Such permission shall not be unreasonably denied. In accordance with this understanding, a member of the Grievance Committee or a Union representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at meetings with the Hospital up to, but not including, arbitration. Union representatives will be paid for attendance at meetings with the Hospital outside regular working hours at the regular straight time hourly rate.

The Hospital agrees to pay a grievor for all time spent during his or her regular working hours at Step 1 and Step 2 grievance meetings. Time paid for all time spent at grievance meetings outside regular working hours shall be paid at the regular straight time hourly rate.

8.03 Labour Management Committee

(a) The parties agree to appoint a joint Labour-Management Committee

of up to two (2) employees appointed by the Union and up to two (2) representatives appointed by the Hospital. Meetings shall be held once every two (2) months, and as required under Article 10.05, unless otherwise mutually agreed. Ad hoc members may attend the meeting on agreement of the parties to address certain issues.

- (b) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools, professional development, late career initiatives and the promotion of best labour relations practices;
 - ii) dealing with complaints referred to it in accordance with the provisions of Article 10.05, Professional Responsibility.
- (c) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings. If a union representative or member of the Labour Management Committee attends meetings on their day off, they will receive pay at straight time for hours spent in such meetings.
- (d) The duties of the Chairperson and Secretary shall alternate between the parties. 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.
- (e) The Union's Labour Relations Officer and the Hospital's Human Resources representative may also attend such meetings as may be requested.

8.04 Negotiating Committee

The Hospital will recognize a bargaining unit Negotiating Committee of three (3) employees (with each being from different classifications), included in this number shall be the Bargaining Unit President, to negotiate renewal of Collective Agreements with the Hospital.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Hospital up to, but not including, arbitration.

8.05 Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and

safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of the Hospital and employees under the *Occupational Health and Safety Act*, making particular reference to the following:

- The Hospital shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25 (2) (h)].
- When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable actions(s) that reduces risk and protects employees.
- Hospitals will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- When the Hospital receives written recommendations from a health and safety representative, the Hospital shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 9 (20)].
- The Hospital's response shall contain a timetable for implementing the recommendations the Hospital agrees with and give reasons why the Hospital disagrees with any of the recommendations that the Hospital does not accept. [*Occupational Health and Safety Act*, s. 9 (21)].
- The Hospital shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25 (1) (a)].
- The employee shall use or wear the equipment, protective devices or clothing that the Hospital requires to be used or worn. [*Occupational Health and Safety Act*, s. 28 (1) (b)].
- The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28 (2) (b)].
- A worker who is required by his or her Hospital to wear or use any protective clothing, equipment or device shall be

instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93 – Health Care].

- (b) The parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
 - Violence in the Workplace (include Verbal Abuse)
 - In particular, the parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - i) Electronic and visual flagging;
 - ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
 - iii) Appropriate personal alarms;
 - iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessment;
 - v) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.
 - Musculoskeletal Injury Prevention
 - Needle Stick and other sharps Injury Prevention
 - Employees who regularly work alone or who are isolated in the workplace
 - Wellness initiatives
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (d) In the event there are reasonable indications of the emergence of a pandemic any employees working at more than one health care facility will, upon the request of the hospital, provide information of

such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(e) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees from each Hospital site.

Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.

- ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- v) Any representative appointed or selected in accordance with (e) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to,

- A) One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;

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

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

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee’s physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.
- x) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the Hospital shall pay the member for the time spent at the

member's regular or premium rate as may be proper". Ref: *Occupational Health and Safety Act*, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". Ref: Sec 9 (37)

- xi) A) "This section does not apply to a [employee]
 - 1. When a circumstance described below is inherent in the work's work or is a normal condition of the work's employment; or
 - 2. When the work's refusal to work would directly endanger the life, health or safety of another person". Ref: *Occupational Health and Safety Act*, Sec. 43 (1)
- B) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - 1. Any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - 2. (a) The physical condition of the workplace or the part hereof in which he or she works or is to work is likely to endanger himself or herself; or
 - (b) Workplace violence is likely to endanger himself or herself; or
 - 3. Any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part hereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself or herself or another worker". Ref: *Occupational Health and Safety Act*, Sec. 43 (3).
 - 4. "Workplace violence" means,
 - (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,

- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- (c) A refusal to work or do particular work as outlined in Article 8.05 (e) (xi) (B) shall not be considered a contravention of Article 6.01.

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

NOTE 2: Workplace harassment means:

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

Workplace sexual harassment means:

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

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

8.06 Union Representation

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

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

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.

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

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

8.07 Where an employee makes prior arrangements for time off from a tour of duty the employee shall not be scheduled to work another tour that day.

8.08 Employees who are members of committees pursuant to Regulation 965 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

Where an employee attends a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.

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

8.09 The Hospital will discuss government initiatives with the Union that may negatively impact on the bargaining unit.

ARTICLE 9 – GRIEVANCE PROCEDURE

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

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

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

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

- 9.03 It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, **it shall be taken up as a grievance** 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 Human Resources Director or designate. The grievance shall be on a form referred to in Article 9.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Human Resources Director or Clinical Manager or designate will deliver her or his decision in writing within nine (9) days 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 Vice President Clinical Services or designate. A meeting will then be held between the Vice President Clinical Services or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Vice President Clinical Services or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Hospital shall be delivered in writing to the Labour Relations Officer and the Local Union representative within nine (9) calendar days following the date of such meeting.

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

9.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Human Resources Director or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provision of this Article shall then apply with respect to the processing of such grievance.

9.06 (a) Probationary Release

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

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

The Hospital agrees to provide a probationary employee with written reasons for her or his release within seven (7) days of such release, with a copy to the 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 Hospital at Step 2 within seven (7) days after the date the release is effective. Such grievance shall be treated as a special grievance as set out below.

(b) Discipline/Discharge/Suspension

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

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

- i) Confirming the Hospital's action in dismissing the employee;

- ii) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- iii) By any other arrangement which may be deemed just and equitable.

- 9.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as herein after provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 9.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 9.09 Grievances shall be on the form set out in Appendix 1. The parties agree that grievances may be filed electronically as well as by hard copy. A grievance sent through the Hospital's internal email (i.e., using a Hospital assigned email address) and/or a grievance sent from external addresses provided to the Hospital will be accepted by the Hospital as having been properly presented.
- 9.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:
- (a) Selection decisions on job vacancies

- (b) Premiums
- (c) Scheduling
- (d) Article 19 – Compensation issues
- (e) Entitlement to leaves, including vacation
- (f) Discipline up to, but not including discharge
- (g) Short term layoffs
- (h) Dues issues
- (i) Any other issues agreed by the parties

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 9.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 9.11 For all other grievances, including those grievances dealing with clinical/professional practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 9.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration, name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be

appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

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

ARTICLE 10 – PROFESSIONAL DEVELOPMENT AND RESPONSIBILITY

- 10.01 Continuous professional development is a hallmark of professional practice. As self-regulating or non-regulated 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.
- 10.02 Orientation and In-Service Program
 - (a) The Hospital recognizes the need for an Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the employees involved.

- (b) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital.

Available programs will be publicized and the Hospital will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours, subject to operational requirements of the Hospital.

- (c) Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, employees whose probationary period has been extended under article 12.01, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the employee to assume satisfactorily the duties of such position. A request by such an employee for orientation shall not be unreasonably denied.

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

Where the Hospital requires e-learning, it will make reasonable efforts to enable Hospital e-learning requirements during an employee's regular working hours.

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

10.04 Professional Responsibility

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a) At the time that the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs

using current resources.

- (b) Failing resolution of the workload issue at the time of occurrence, the employee(s) or group of employees will discuss the issue with her or his Manager or designate on the next day that the Manager or designate and the Employee are both working or within seven (7) calendar days whichever is sooner.
- (c) Every effort will be made to resolve workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. The discussions and actions will be documented.
- (d) Failing resolution of the workload issue at the unit level, the workload issue will be discussed at the next Labour-Management Committee meeting. Such meeting will occur within thirty (30) calendar days or as soon as possible thereafter. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the employee(s).
- (e) If the matter is unresolved by the Labour-Management Committee, the Association may forward a written report outlining the complaint and recommendations to the VP of Clinical Services or designate for resolution of the issues.
- (f) Time limits in this process may be extended only by written, mutual consent of the parties.
- (g) When meeting with the manager in any step of this process, the employee(s) may request the assistance of a Union Representative, including the Labour Relations Officer(s) to support/assist her/him at the meeting.

10.05 The Hospital will notify the employee when it reports her or him to their registering College of Ontario or any other applicable regulatory body, and refer them to the Union as a resource.

10.06 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of liability insurance, the Hospital, upon request from the employee, will provide the employee with a letter outlining the Hospital's liability coverage for Health Professionals in the Hospital's employ.

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to

consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

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

10.09 (a) Student Supervision

Employees may be required, as part of their regular duties, to supervise activities of students in accordance with the current College or applicable regulatory body. Employees will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students. Upon request, the Hospital will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.

Effective December 2, 2019, where an employee is assigned student supervision duties, the Hospital will pay the employee a premium of thirty cents (\$0.30) per hour for all hours spent supervising students. "Student supervision" duties shall not include orientation or student shadowing but shall include direct supervision.

Effective December 2, 2020, where an employee is assigned student supervision duties, the Hospital 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.

As requested by the Hospital, NOSM is sending the honoraria for student supervision directly to the Hospital rather than directly to the preceptor. The Hospital undertakes to use the honoraria to offset the student supervision premium and provide/supplement staff education for the bargaining unit members.

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

ARTICLE 11 – ACCESS TO FILES

11.01 (a) A copy of any completed evaluation, including performance appraisals which is to be placed in an employee's hardcopy and/or digital file shall be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the

opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee. A copy of the evaluation will be provided to the employee at her/his request.

- (b) Each employee shall have reasonable access to all her/his files for the purpose of reviewing their contents in the presence of her/his supervisor or Human Resources representative. Employees shall not write on or mark up the file.
- (c) No document shall be used against an employee where it has not been brought to her/his attention in a timely manner.
- (d) Notwithstanding Article 11.02, upon review of the file, should the employee believe that any counselling letter is no longer applicable, she/he may request that such documentation be removed. Such request shall not be unreasonably denied.

11.02 Employee Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the date of the letter of reprimand, end of suspension, or other sanction required, provided that the employee's record has been discipline free for eighteen (18) months. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.

- 11.03 Within fourteen (14) days of receipt of a written request from the employee, the Hospital will provide the employee with a letter detailing her or his employment dates, length of service and experience at the Hospital.

ARTICLE 12 – SENIORITY

12.01 Probationary Period

- (a) Each newly hired employee shall serve a probationary period of 450 hours worked from the date of last hire. The discharge of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for exercising a right under this Agreement. With the written consent of the Hospital, the probationary employee and the Bargaining Unit President of the local Union or designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will

advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.

After the successful completion of the probationary period, seniority shall be effective from the date of last hire. Thereafter, seniority shall accrue as set out in this Agreement.

- (b) An employee who transfers from part-time status to full-time status and vice versa shall not be required to serve a probationary period where she/he has previously completed one since her/his last date of hire. The number of hours worked immediately preceding the transfer shall be credited towards the probationary period if the probationary period has not yet been completed.

12.02 Seniority

- (a) Seniority is defined as the length of continuous service in the Bargaining Unit since the employee's last date of hire and shall include service with the Hospital prior to the certification of the Union.
- (b) All regular part-time employees hired before date of certification, November 28, 2019, will be credited with seniority from date of hire on the basis of one year seniority for 1500 hours worked up to date of certification.

Full-time employees who worked part-time prior to certification will also be credited for the time of part-time work on the basis of one year for each 1500 hours worked of part-time service up to the date of certification.

- (c) Seniority and service for a part-time employees or temporary employee shall be calculated on the basis of 1500 hours worked. Part-time and temporary employees shall accrue seniority for all paid leaves, committee meetings paid by the Hospital, meetings with the Hospital, and Union leaves of absence.
- (d) An employee's full seniority and service shall be retained by the employee in the event that she/he is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for her/his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her/his full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

12.03 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.

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.

A seniority list shall be maintained for casual part-time employees for the purpose of article 13.01 only. Seniority on such lists will be expressed in terms of total hours worked.

- (b) Seniority accrual determination shall be as of the last pay period ending date prior to March 31st and September 30th in each year. Seniority lists referred to in Article 10.02 shall be posted within four (4) weeks of the dates. Once the list is posted, employees will have thirty (30) days to identify inaccuracies, after which such lists as amended will be deemed to be correct. The amended list shall be reposted a week after the corrections are mutually deemed to be correct. A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Union.
- (c) For the purpose of short term or long term layoffs, under article 14 a current seniority list will be produced.

12.04 Effect of Absence (Full-time)

(Article 12.04 applies to full-time employees only; Note 1 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part-time employees; Note 2 provides that the clause (including the notes) must be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*).

If an employee's absence without pay from the Hospital including absences under Article 15, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time employee is on an unpaid leave of absence in excess of

thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the employee shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority 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 Hospital will continue to pay the premiums for benefit plans, including pension for employees for a period of up to eight (8) weeks while an employee is on family medical leave, for a period while an employee is on pregnancy leave under Article 15.08 and/or parental leave under Article 15.09.

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

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

12.05 Effect of Absence (Part-time)

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

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits.

12.06 Deemed Termination

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

- (a) Leaves of her or his own accord;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Has been laid off for thirty-six (36) calendar months;

- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient/client care, unless a satisfactory reason is given to the Hospital;
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) Fails to return to work (subject to the provisions of 12.06 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted; or
- (g) Fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

12.07 Transfer outside of the Bargaining Unit

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

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

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

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

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months, she or he will lose all seniority held at the time of transfer. In the event

the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.

- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the local Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to 12.07 and/or 26.03, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 12.07 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 13 – JOB POSTING

13.01 Job Posting

- (a) i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in the 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. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the Hospital still requires the position to be filled, it will be reposted as noted above.
- ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in the 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. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and

the Hospital still requires the position to be filled, it will be reposted as noted above.

- iii) Absent exceptional circumstances, the hospital will endeavour to move employees who have been selected for positions in accordance with Article 13.01 (b) and (c) into their positions within forty-five (45) days of their selection to the positions.
- iv) A copy of all job postings will be provided to the local Union at the time of posting.
- v) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.

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

The name of the successful applicant will be posted on the posting board and a copy will be provided to the union.

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

- (b) Employees shall be selected for positions under Article 13.01 (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 the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked from the date of which the employee was first assigned to the vacancy to return the employee to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. If the employee requests the Hospital will give due consideration to returning the employee to her or his former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. Where the employee is returned to her or his former position within

thirty (30) tours, the Hospital will select an applicant in accordance with this provision, from the previous posting to fill the position. Where there were no qualified applicants, the position will be reposted in accordance with Article 13.01 (a). Notwithstanding the level of entry, the Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (c) Vacancies which are not expected to exceed sixty (60) calendar days (including vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining until employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the part-time provisions of the collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job if one is available. 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. Names of successful applicants will be posted on the posting board and a copy shall be given to the union. Vacancies due to illness, accident, leaves of absence (including pregnancy and parental) which are expected to exceed sixty (60) calendar days will be posted as temporary vacancies in accordance with Article 13.01(a).

(d) Specific Time-Limited Temporary Positions

Specific time-limited temporary positions which are expected to exceed a term of sixty (60) calendar days but no greater than six (6) months will be posted as temporary vacancies in accordance with Article 13.01(a). This term may be extended a further six (6) months by mutual agreement of the local parties. Where an employee is transferred under this Article, their vacated position shall be posted as a temporary vacancy in accordance with Article 13.01(a). Upon completion of such temporary position, the employee will be reinstated to her or his former position.

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

- (e) The Hospital 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 posted vacancy or a 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 transfer to the vacant position. This does not apply to employees applying for vacancies to permanent full-time positions posted in accordance with Article 13.01, or employees who posted or transferred as a result of a layoff.
- (g) Where employees are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

ARTICLE 14 – JOB SECURITY

14.01 Layoff – Definition and Notice

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

Cancellation of single or partial shifts will be on the basis of seniority of the employees in the classification on that shift at that site. It is understood that a part-time employee may only bump another part-time employee. A full-time employee may only bump another full-time employee.

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

(c) Notice

The Hospital shall provide the local Union with no less than 30 calendar days' notice of a short term layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 17.02 has been complied with. In giving such notice, the Hospital will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected. If requested, the Hospital will meet with the Union to review the effect on employees in the bargaining unit.

(d) Long-Term Layoff

A "long-term layoff" shall mean any layoff which is not a short-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 Hospital shall:

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

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

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

- i) the reasons causing the layoff;
- ii) the service which the Hospital 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.

14.02 Layoff – Process and Options

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

work. Subject to the foregoing, probationary employees shall be first laid off.

(b) Employees shall have the following entitlements in the event of a 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 Hospital's pension plan as outlined in Article 21.04; or
 - C) Elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
 - D) Displace the least senior employee within in the bargaining unit whose work she or he 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 Hospital's pension plan as outlined in Article 21.04; 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) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her or his former position

providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her or his former position there shall be no obligation to consider the vacancy under Article 13.01. Where the employee refuses the opportunity to return to her or his former position the employee shall advise the Hospital in writing.

- ii) Full-time and part-time layoff and recall rights shall be separate;
- iii) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 14.03 have been complied with or unless the matter is covered by local scheduling.
- iv) Any agreement between the Hospital and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual employee is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions;
- v) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union;
- vi) 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;
- vi) 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;
- vii) In this Article (14.02), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed;
- ix) 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.

14.03 Recall from Layoff

Full-time and regular part-time employees shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the 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 Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which an employee is willing to accept, and shall remain valid for six weeks. However, if an employee declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the employee again during the balance of such six-week period.
- (b) For the purposes of this article, an "occasional vacancy" shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to full-time employees on layoff who have expressed interest and if no such full-time employee accepts then to casual part-time employees.
- (b) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Full-time temporary vacancies which arise 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. Part-time temporary vacancies which arise shall be offered by seniority first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then by seniority to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- (d) An employee to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

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

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

A full-time employee who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-

time employee and shall be paid accordingly, and shall continue to receive benefit coverage so long as she or he continues to fill a temporary vacancy and such full-time employee shall accrue seniority in the manner prescribed for full-time employees throughout the period of employment.

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

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

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

14.04 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. Hospitals will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient/client care.

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

Should the Hospital introduce evening, night or weekend shifts, the Hospital will provide the union with 30 days notice prior to the date of the beginning of the schedule.

- (b) The Hospital shall not contract out the work of a bargaining unit employee if, as a result of such contracting out, any bargaining unit employee 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 Hospital will first offer the work on the basis of

seniority to regular part-time employees in the bargaining unit. Contracting out to a Hospital 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 cause will not apply to the ad hoc use of agency or registry employees for single shift coverage of vacancies due to illness or leave of absence.

ARTICLE 15 – LEAVES OF ABSENCE

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

15.02 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Hospital, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

15.03 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 12.04, there shall be no loss of seniority or service for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

15.04 Leave, President, ONA

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 12.04, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

15.05 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement, shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral or a memorial service (or equivalent) of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, 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 Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

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

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

15.06 Jury & Witness Duty

(a) If a full-time or part-time employee is required to serve as a juror in

any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at a hospital, or is required to attend a coroner's inquest in connection with a case arising from the employee's duties at a hospital, or is required by subpoena to appear as a witness before their professional College, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:

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

In addition, where a full-time employee or regular part-time employee is selected for jury duty 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 Hospital. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

NOTE: Where an employee is in a position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, she or he shall be treated in a manner consistent with this Article.

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

15.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision, which may be up to seventeen (17) weeks.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case they 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 Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period.

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

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

15.08 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 15.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. Otherwise, an employee who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds

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

- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

15.09 Education Leave

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

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

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

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

- (c) Leave of absence without pay from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further career development may be granted at the discretion of the Hospital upon written application by the employee to the Clinical Manager, Supervisor or designate.

15.10

Secondments

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

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

Notwithstanding Article 14.04, the parties also agree that a hospital may allow an employee from another Hospital to be seconded to the hospital for a period no greater than one (1) year. It is understood that his employee remains the employee of the sending Hospital and is subject to the terms and conditions of employment of that Hospital.

15.11

- (a) Legislated leaves of absence will be granted in accordance with the *Employment Standards Act*.
- (b) An employee who is on a legislated leave of absence, if applicable under such *ESA* leave, shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) If applicable under such *ESA* leave, subject to any changes in an employee's status which would have occurred had he or she not been on leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay unless that position had been discontinued, in which case the employee shall be given a comparable job, if available.

ARTICLE 16 – SICK LEAVE AND LONG-TERM DISABILITY

(Articles 16.01 to 16.06 apply to full-time employees only)

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Note: Short-term sick leave coverage will continue for full-time employees who work after their 65th birthday.

- 16.02 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. However, the employee is required to use the carrier's medical appeal process, if available to the employee, to attempt to resolve disputes. The Union may file a grievance on the employee's behalf, but the arbitration hearing of the grievance will not occur until the determination of the employee's appeal, or within 90 days of filing of the appeal, whichever is sooner. Any delay occasioned by the appeal will not count against timeliness of the grievance, nor against any time limit section in section 49 of the *Labour Relations Act*, 1995. For this reason, the time limit for referring such a grievance to arbitration will be extended for up to thirty-six (36) calendar days after the result is known to the Union.

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

- 16.04 For employees whose regular hours of work are other than the standard workday, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply with the necessary changes.

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

- 16.06 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 Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for WSIB 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.

(Articles 16.07, 16.08, 16.09, 16.10 apply to both full-time and part time employees)

- 16.07 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 19.02 if she or he otherwise qualifies.
- 16.08 Employees returning to work from an illness or injury compensable under WSIB will be assigned modified work as necessary, if available.
- 16.09 If the Hospital requires the employee to obtain a medical certificate, the Hospital 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.
- 16.10 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act*, 2000 and leaves under Article 15 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 17 – HOURS OF WORK

17.01 It is understood that reference to hours of work herein is not a guarantee of any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

- (a) The normal daily shift for full-time employees shall be composed of seven and one-half (7 ½) hours exclusive of a 30 minute unpaid meal period. The normal week for full-time employees shall be composed of 37.5 hours of work scheduled Monday through Friday.
- (b) There shall be two fifteen (15) minute paid rest period in each normal daily shift, one during each half (1/2) tour. The employee may with prior approval, subject to the exigencies of patient care, combine meal and rest periods.
- (c) Where an employee notifies her or his supervisor in advance, where practical, that she or he will be unable to take the normal lunch break due to the requirement of providing patient/client care, the supervisor will attempt to find an alternative so the employee is able to take their lunch. If an alternative is not possible, such 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.
- (d) The Hospital will endeavour to provide the Union with at least thirty (30) calendar days' notice prior to the implementation of any permanent change or planned temporary changes in the current hours of operation and/or days of operation.

The Hospital will meet with the Union within fifteen (15) days of the notice being provided to the Union to discuss the time frames, the units and the members affected by the permanent or planned temporary changes in the hours of operation.

- (e) There shall be no split shifts without the consent of the employees concerned.
- (f) Employees within a classification may not switch shifts with each other without prior approval of management. Requests to switch shifts must be submitted at least one week in advance of the first shift to be switched. Approval shall not be unreasonably withheld; however, skill mix and operational factors to ensure high quality patient care shall be the first consideration. It is understood that such change shall not entail the Hospital paying overtime or other premium payments. Only full shifts may be exchanged. Shifts may only be exchanged within the pay period.
- (g) all overtime must be pre-approved by the supervisor, if reasonably possible to do so.

- 17.02
- (a) It shall be the responsibility of the full-time and part-time employees to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employees. Where less than forty-eight (48) hours' notice is given personally to the employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.
 - (b) Full-time and part-time employees' schedules shall be posted for a fourteen (14) week period. Such schedules shall be posted two weeks in advance of the start of the schedule.
 - (c)
 - i) Where an employee is called in to work a regular shift less than one (1) hour prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then she/he will be paid for a full shift provided that she/he works until the normal completion of the shift.
 - ii) When an employee has been called into work for a regular shift within the period of one-half hour following the normal commencement of the shift, and arrives within one hour of being called, then the employee shall be paid for a full shift provided that she/he works until the normal completion of the shift.
 - (d) The parties can discuss scheduling initiatives at the Labour Management Committee.

17.03 Regular Part-Time Commitment

All regular part-time employees must be available to work a predetermined schedule based on the following commitment:

- i) Available to work a minimum of six tours of 7.5 (forty-five (45.0) hours) in a two (2) week pay period;
- ii) Available for scheduling twelve (12) months of the year unless the employee is on scheduled weeks of vacation or an approved leave of absence;
- iii) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled.

17.04 Part-Time Scheduling

All regular part-time employees will be scheduled according to the commitment identified in Article 17.03 on the posted schedule as follows:

Before the Schedule is posted:

- i) All regular part-time employees shall be scheduled on an equivalent basis up to their commitment;
- ii) Once all regular part-time employees in the department have been scheduled up to their commitment, extra shifts will then be offered to part-time employees on an equitable basis starting with the most senior employee available unless individuals have provided written authorization to be scheduled in excess of the minimum commitment, in which case those individuals will be scheduled to their limit prior to extra shifts being offered to other part-time or casual staff;

Written authorization to be scheduled in excess of the minimum commitment shall be submitted on an annual basis. Written authorization is deemed continued for further years unless an employee gives notification they want to return to the minimum commitment.

- iii) Any remaining tours after ii) above will then be offered to casual part-time employees on an equitable basis.

After the schedule is posted:

- (iv) 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 that have not been scheduled up to their commitment;
- (v) Where all part-time employees have been given the opportunity to work up to their committed shifts, extra shifts will be offered to part-time employees on an equitable basis by seniority;
- (vi) Any remaining tours after v) above will then be offered to casual employees on an equitable basis.

ARTICLE 18 – PREMIUM & OTHER PAYMENT

18.01 (article (a) applies to full time)

- (a) If an employee is authorized to work in excess of 7.5 hours per shift or 75 in a biweekly period, they shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate. Overtime premium will not be duplicated for the same hours worked under Article 17.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein. For purpose of clarity, an employee who is required to work on their scheduled

day off shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times their straight time hourly rate.

An employee may request time off in lieu of overtime to be taken at a mutually agreeable time. Such lieu time shall be limited to a maximum accumulation of thirty-seven and one-half (37 ½) hours. The lieu time shall be calculated one and one-half time (1 ½) for each hour worked.

(article (b) applies to part-time)

- (b) If a part-time employee is authorized to work in excess of the hours referred to in Article 17.01, she or he shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate. A part-time employee (including casual employees but not including part-time employees who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) their regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time employee who is filling a temporary full-time vacancy shall receive time and one-half (1½) their regular straight time hourly rate for all hours worked in excess of an average of 37½ hours per week over the full-time schedule determined by the Hospital. Such averaging will commence at the conclusion of the two-week period following the employee's transfer to the temporary full-time position and will end at the conclusion of the two-week period prior to the employee's return to their former position. Overtime premium will not be duplicated for the same hours worked under Article 17.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein.

An employee may request time off in lieu of overtime to be taken at a mutually agreeable time. Such lieu time shall be limited to a maximum accumulation of thirty-seven and one-half (37 ½) hours. The lieu time shall be calculated one and one-half time (1 ½) for each hour worked.

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

(d) Shift Definitions

Day shift is defined as being when the majority of hours fall between 0730 and 1530 hours.

Evening shift is defined as being when the majority of hours fall between 1530 and 2330 hours.

Night shift is defined as being when the majority of hours fall between 2330 and 0730.

18.02 An employee shall be paid a weekend premium (current rate under the ONA Central Hospital agreement) 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, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

An employee shall be paid a shift premium (current rate under the ONA and Central Hospital agreement) for each hour worked which falls within the hours defined as an evening shift and (current rate under the ONA and Central Hospital agreement) 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 a matter for local negotiation.

18.03 Call Back

Where an employee has completed her/his regularly scheduled shift and left the Hospital and is called in to work outside her/his regularly scheduled working hours, she/he shall receive time and one half ($1\frac{1}{2}$) her/his regular straight time hourly rate for all hours worked with a guaranteed minimum of four (4) hours at time and one half ($1\frac{1}{2}$) the regular straight time hourly rate calculated from the time the employee reports at work except to the extent that such four (4) hour period overlaps or extends into the employee's regularly scheduled shift. In such a case, the employee will receive time and one half his or her regular straight time hourly rate for actual hours worked up to the commencement of his or her regular shift.

An employee shall not be entitled to payment for more than one call-back within the same four (4) hour period.

Employees will submit their claims for approved call-back pay within each pay period.

18.04 An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby

pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in Article 19, 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 18.03 above and works during the period of standby.

18.05 Lieu Time

Compensating time off for employees as provided for in Article 18.01 (in lieu of overtime) may be taken at a mutually agreeable time. However, all such time must be taken prior to March 31st of the following year in which it was accumulated or payment shall be made in accordance with Article 18.01.

ARTICLE 19 – PAID HOLIDAYS

- 19.01 For all full-time employees, the following shall be recognized as paid holidays. Employees not required to work on these days must qualify in accordance with the terms of this Article in order to receive payment for the following holidays at their regular straight time hourly rate of pay:

New Year's Day - January 1 st	Canada Day - July 1 st
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Friday prior to Victoria Day (effective 2023)	Christmas Day – December 25 th
Victoria Day	Boxing Day

In the event that the provincial government declares an additional holiday during the term of this agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall not add to the present number of holidays.

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

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

- (e) An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she or he may otherwise have been entitled unless she or he was scheduled to work that day.
 - (f) An employee receiving WSIB benefits for the day of the holiday shall be entitled to the difference between the amount of the WSIB benefits and the holiday pay.
 - (g) Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 17.01 (a).
- 19.02
- (a) A full-time employee who works on a paid holiday shall be paid time and one-half (1 ½) her or his regular rate of pay for hours worked, subject to article 18.01. The full-time employee will also receive another day off with pay provided that she or he would have otherwise qualified for holiday pay in accordance with Article 19.01 had she or he not worked the holiday. Lieu day for stat holiday shall be taken within 30 days of the stat.
 - (b) A part-time/casual part time employee who works on a paid holiday shall be paid time and one-half (1 ½) her or his regular rate of pay for hours worked, subject to article 18.01.
- 19.03
- (a) When a paid holiday falls within an employee's vacation period it shall be added to her/his vacation or scheduled at a mutually agreeable time.
 - (b) Where a holiday falls on an employee's scheduled day off an additional day off with pay will be scheduled.

ARTICLE 20 – VACATION

- 20.01 All full-time employees shall receive vacation with pay based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one (1) year of full-time continuous service shall be entitled to accrue prorated vacation at a rate of 1.25 days per month to a maximum vacation entitlement of fifteen (15) working days with pay at their regular straight time hourly rate.
 - (b) Employees with one (1) or more years of completed continuous service shall be entitled to accrue an annual vacation of three (3) weeks with pay at their regular straight time hourly rate during the vacation year.
 - (c) Employees with four (4) or more years of completed continuous service shall be entitled to accrue an annual vacation of four (4)

weeks with pay at their regular straight time hourly rate during the vacation year.

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

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

- 20.02 (a) Vacation entitlement for part-time employees shall be determined on the basis of 1500 hours worked shall equal the equivalent of one year of full-time service as per Article 20.01 above.

- (b) Vacation pay shall be paid to part-time employees on a bi-weekly basis and in lieu of vacation with pay and shall be calculated at the appropriate percentage of their gross earnings in the preceding year as follows:

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

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

- 20.03 Accumulated vacation hours and/or pay will be indicated on each pay stub.

- 20.04 Date for determining annual vacation is April 1st of each year (April 1st to March 31st).

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

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

20.07

Vacation Scheduling

- (a) All requests for vacations for the period of Summer Prime time (as defined in article 20.09), must be submitted to the Hospital by April 1st of each year. This vacation schedule shall be posted by April 30th of each year.

For the summer prime time period from June 15th to September 15th, requests for full-week blocks of vacation shall take precedence over requests for single days. A vacation week is defined as Monday to Sunday inclusive.

- (b) All requests for vacations for the period of Christmas (as defined in article 20.09) must be submitted to the Hospital by October 15th of each year. This vacation schedule shall be posted by November 15th of each year.
- (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority, staffing requirements of the unit, provided the employee exercises this right by the dates established in a) or b) above.
- (d) Vacation requests submitted for outside the dates established in a) or b) will be scheduled on a first come, first served basis. Employees will endeavour to request such vacation at least two (2) weeks in advance of the posting of the schedule. Approval for such vacation requests, which must be in writing, will be given within seven (7) days.
- (e) The Hospital retains the right to set vacation quotas that will not be unduly restrictive.
- (f) An employee shall be permitted to carry up to two (2) weeks of vacation entitlement into the new vacation year.
- (g) Vacation may be taken as a single day, consecutive days, or consecutive weeks during the entire year.

20.08

Summer Prime Time

- (a) Only employees entitled to four (4) weeks' vacation total, may request up to two (2) weeks of vacation in a total calendar year, if requested in summer prime time, if available (as defined in Article 20.09). The two weeks may be taken consecutively if available. Exceptions may be granted by the Hospital if operationally feasible.
- (b) Only Employees who are entitled to five (5), six (6) or seven (7) weeks' vacation total, up to the first three (3) weeks in a total calendar year, if requested in summer prime time, (as defined in Article 20.09), if available. The weeks may be taken consecutively if

available. Exceptions may be granted by the Hospital if operationally feasible.

20.09 Prime time is defined as:

Summer - June 15 to September 15

Christmas – December 20 – January 5 (for the purpose of vacation approval article 20.07(b) and article 20.09)

Christmas and New Year's time off

No employee may receive more than one week vacation in this period, as defined in article 20.09, exceptions may be granted by the Hospital if operationally feasible. The Hospital will endeavour to grant vacation during this time on an alternating basis for Christmas and New Years. Where possible to provide more than one week vacation during this time period to some employees, it shall be done by seniority on a rotating basis from year to year.

20.10 Vacation Cancellation

- (a) An employee will endeavour to provide a minimum of two (2) weeks' written notice to her/his manager if she/he wishes to cancel her/his scheduled vacation. Approval of a cancellation request will be determined by the Hospital and will not be withheld unreasonably.
- (b) A vacation request, which has been submitted by the employee and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the employee except in situations of crisis or emergency. Upon request of the Manager, an employee who agrees to work during their scheduled vacation shall have all cancelled vacation time returned to their vacation bank.

20.11 Vacation Interruption

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

- (d) Where an employee's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the employee shall be entitled to bereavement leave or jury and witness duty in accordance with Article 15.05 and 15.06.
- (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.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

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

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Desjardins Semi-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Desjardins Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. In addition to the standard benefits, coverage will include hearing aids maximum at \$700 at 100% every thirty-six (36) months; vision care maximum \$450 every 24 months for adults 18 and over, and every 12 months for every insured person under 18, with ability to use coverage for laser surgery as set out in the benefit booklet; and Drug Formulary 3.

In addition to the above vision care shall include one eye exam maximum \$130 per insured person every 24 months for adults 18 and over, and every 12 months for every insured person under 18.

Extended Health Care benefits includes chiropractic (maximum of \$400/insured person annually). Physiotherapy is reimbursable in the amount of \$150 hourly (per session) per insured person with an unlimited overall maximum. Massage Therapy is fully reimbursable to a maximum of twenty (20) visits per insured persons annually.

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of \$800 annually per insured person.

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

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

- (e) Hospitals of Ontario Voluntary Life Insurance Plan

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

- (f) Dental

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the current provider #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only) and every 6 months for children; complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (crowns, bridgework, implants and repairs to same) at 50/50 co-insurance to \$2000 maximum per person annually, and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

- (g) For purposes of health and welfare benefits under Article 21.01, 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.

(h) Benefits Age 65 and Older

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

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

Note: All existing benefits which may be considered to be superior to those contained herein at the time of certification are to be maintained.

- 21.02 For newly hired employees, coverage as set out in Article 21.01 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.
- 21.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Hospital is made aware, the Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 21.04 All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 21.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 21 and 16 for employees who are on paid leave of absence or on

WSIB or at any time when salary is received, or as provided in Article 12.04. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.

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

For greater clarity the arrangements made above are for payment of the full benefits premiums by the laid off employee.

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

- 21.06 (a) The Hospital shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 21.01 to Article 21.05 inclusive and the Sick Leave/LTD Plan defined in Article 16. Upon request, the Hospital will make the Plans available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 21.01 to Article 21.05 inclusive and the LTD Plan defined in Article 16. The Hospital shall also provide the Union with a copy of all current information booklets provided to the employees.

21.07 Employment Insurance Rebate

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

21.08 Provision of Benefits to Part-time Employees

The Hospital agrees to enrol part-time employees in the insurance plans established pursuant to Article 21.01 as defined in the current Collective Agreement, providing monthly premiums are paid in advance and provided the employees agree to the enrolment requirements of the applicable plans. The employee's coverage under the plans will commence in the month following receipt of the first premium payment. The Hospital reserves the right upon giving the Union six (6) months' written notice to discontinue the provision of benefits to part-time employees. Employees who are participating at the time of cancellation, should it occur, will be eligible to

continue to purchase the benefits in accordance with the requirements of the insurance carriers.

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

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

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

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

ARTICLE 22 – MODIFIED WORK/RETURN TO WORK

- 22.01 The Hospital and the Union recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of an employee who is unable to perform all of the requirements of her or his position due to a disability.

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

- 22.02 Return to Work Plan

When it has been medically determined that an employee is ready to return to work the Hospital and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan.

Prior to any employee returning to work on modified work, the Hospital will notify and meet with the employee to discuss the circumstances surrounding the employee's return to work. The employee will be offered Union representation by the Hospital.

Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning

to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.

The Hospital and Union will monitor the status of accommodated employees and the status of employees awaiting accommodation.

- 22.03 The parties agree that the issue of education on the topics of accommodation and modified work are appropriate agenda items for the Labour Management committee.

ARTICLE 23 – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- 23.01 The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of employees.
- 23.02 At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.

ARTICLE 24 – VIOLENCE IN THE WORKPLACE

- 24.01 (a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that they or another person are at risk of physical and or psychological injury will be condoned in the workplace.

Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

- (b) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Hospital agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Hospital, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(c) Notification to the Union

The Hospital will notify the JHSC and Union in writing of all incidents related to violence within 4 days. For critical injuries the Hospital will notify the JHSC and the Union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Training

The Hospital agrees to provide education and training, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence to all employees, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(e) Support and Counselling

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

ARTICLE 25 - MISCELLANEOUS

- 25.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Hospital and the local Union, as requested. The cost of printing the Collective Agreement, will be shared equally by the Hospital and the local Union.
- 25.02 It shall be the responsibility of each employee to notify the Hospital promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Hospital of any change to her or his telephone number.
- 25.03 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Hospital in compliance with the Regulations. The employee may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.
- 25.04 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.

25.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.

25.06 Influenza Vaccine

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that Article 25.03 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

25.07 Errors in Pay

In the event of a Hospital error equal to or in excess of one day's pay in an employee's pay, on request from the employee, the Hospital agrees to deposit the amount owed into the employee's bank account within two (2) business days following the verification of the error. In the event of an employee error the payment shall be resolved in the next pay period.

25.08 Bulletin Boards

- (a) The Hospital will provide bulletin boards upon which the Union shall have the right to post notice of meetings, general meeting minutes and such other notices as may be of interest to the employees.
- (b) The location of these boards will be in high visibility areas.
- (c) The Union may post notices of Union business which have been approved by the Hospitals' Human Resources Department for posting.

ARTICLE 26 – COMPENSATION

26.01 Employees shall be compensated for their services in accordance with Appendix, A which is attached and forms part of this Collective Agreement.

26.02 Where registration with a professional association is a condition of employment and practice, the Human Resources Department shall verify annual proof of registration/licence. An employee who has a certificate with their respective College or regulatory body may be required to present to the Human Resources Department or designate by the date as may be prescribed by the respective College or regulatory body, evidence that her or his certificate of Registration is in good standing and currently in effect. Such time may be extended for reasons where the College or regulatory body permits the employee's Certificate of Registration to remain in effect and the employee provides proof of the extension. If the employee's Certificate of Registration is suspended by the College or regulatory body for any reason the employee will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 30 calendar days of the employee being placed on non-disciplinary suspension by the Hospital will result in the employee being deemed to be no longer qualified and the employee shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

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

- 26.03 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the employee shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the employee has been promoted) and the employee shall retain her or his service review date for purposes of wage progression.
- 26.04 Claim for recent 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 recent 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 recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Hospital will credit a new employee with one (1) annual service increment for each year of experience (for part-time experience, it will be calculated pursuant to the formula of 1500 hours equals one year set out in Article 20.05) 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 part-time position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to part-time experience in special circumstances.
- 26.05 Each regular part-time and casual part-time employee will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.02.
- 26.06 When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance

Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Hospital and duties and responsibilities involved.

ARTICLE 27 – RETROACTIVITY

- 27.01 All provisions are effective the date of the award or the date of ratification, unless otherwise provided. Retroactivity, if any, will be paid within four full pay periods of the date of the award or the date of ratification on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Hospital will contact former employees at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to retroactivity. Such employees will have a period of 60 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 60-day period, their claim will be deemed to be abandoned.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall continue in effect from December 2, 2019 to December 1, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 28.02 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.
- 28.03 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.

SIGNING PAGE

Dated at Sudbury, Ontario, this 25th day of January, 2023.

FOR THE HOSPITAL:

"Kim Long"

"Vicki Lejambe"

FOR THE UNION:

"Céline Messier"
Labour Relations Officer

"Kim Insley"

"Kathryn McGuire"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE CENTRE – HEALTH CARE PROFESSIONALS

(Hereinafter referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Union")

Re: Re-Opener

The Board remains seized in accordance with subsection 9(2) of the HLDAA including with respect to a reopener on compensatory proposals in the event that Bill 124 is declared unconstitutional by a court of competent jurisdiction, or if the Bill is otherwise modified or repealed.

Dated at Sudbury, Ontario, this 25th day of January, 2023.

FOR THE HOSPITAL:

"Kim Long"

"Vicki Lejambe"

FOR THE UNION:

"Céline Messier"

Labour Relations Officer

"Kim Insley"

"Kathryn McGuire"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE CENTRE – HEALTH CARE PROFESSIONALS

(Hereinafter referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Union")

Re: Re-assignment

1. Temporary reassignment as set out in this Article is not a layoff provided there is no reduction in hours of work or wages and the working hours are substantially the same.
2. Temporary reassignments will be considered when vacancies caused due to illness, accident or leaves of absence, retirement/termination/resignation or a temporary surge in program workload occur and the Hospital is unable to replace staff in accordance with Article 13.01. A reassignment of an employee from their primary assignment will not last longer than six (6) months in duration, unless otherwise agreed by the employee and the union.
3. Where there is a vacancy, reassignment does not replace the job posting procedure. Where either a temporary or permanent vacancy remains unfilled, the Hospital will increase its recruitment efforts to ensure that the reassignment is not prolonged longer than necessary. The reassignment under this clause need not wait until the job posting process has been concluded.
4. The manner in which reassignments are made will be as follows:
 - (a) The reassignment will be from the Employee's primary assignment to any other assignment as required by the Hospital for a period of time up to and including six (6) months. Any extension requires the agreement of the parties.
 - (b) An Employee will be reassigned no more than once within a twelve (12) month period without the agreement of the Employee and the Union.
 - (c) Reassignment will occur in accordance with the following:
 - i) Client care and safety requirements are first priority.
 - ii) The Hospital will reassign, where possible, Employees who volunteer and are qualified to perform the available work. In the event that more than one employee volunteers, selection shall be made on the basis of descending seniority.

- iii) If there are no volunteers, the Hospital will reassign the most junior Employee who is qualified to perform the available work subject to iv) and v).
 - iv) The Hospital will not reassign probationary employees,
 - v) The Hospital will not reassign a new employee until they have completed six (6) calendar months of service in their primary assignment.
- 5. After commencing their shift and where the employee is reassigned by the Hospital to go to another site:
 - (a) the Hospital will provide a taxi and the travel time between the sites or
 - (b) the Employee who uses her own vehicle will receive travel time and mileage between the sites from the Hospital at the rate of fifty-five cents (\$0.55) per kilometer or at the corporate rate, whichever is higher. If additional parking fees are incurred, the Hospital will provide reimbursement.
- 6. The Hospital shall provide the Employee with orientation to the reassigned program and facility.
- 7. Prior to reassigning any Employee, the Hospital will advise the Union in advance and provide the Union the estimated length of time of the reassignment, name of staff who will be reassigned and the assignment to be covered. The manager will work with the employee to identify the manner in which the reassigned Employee's current workload will be addressed. This excludes reassignments of five (5) working days or less.

Dated at Sudbury, Ontario, this 25th day of January, 2023.

FOR THE HOSPITAL:

"Kim Long"

"Vicki Lejambe"

FOR THE UNION:

"Céline Messier"
Labour Relations Officer

"Kim Insley"

"Kathryn McGuire"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE CENTRE – HEALTH CARE PROFESSIONALS

(Hereinafter referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Union")

Re: Student Supervision

Under Bill 124 the difference between Total Compensation and the cost of the 1% wage increase can be applied to other compensation items. This remainder will be applied to the Education fund for the Bargaining Unit, after subtracting the cost of the thirty cents (\$0.30) student supervision premium effective December, 2019 and the cost of the thirty cents (\$0.30) increase effective December in 2020.

Dated at Sudbury, Ontario, this 25th day of January, 2023.

FOR THE HOSPITAL:

"Kim Long"

"Vicki Lejambe"

FOR THE UNION:

"Céline Messier"
Labour Relations Officer

"Kim Insley"

"Kathryn McGuire"

APPENDIX 'A' – SALARY SCHEDULES

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Recreation Therapy Assistant	21.13	21.71	22.31	22.92	23.55	24.20	24.87	25.24	
12/2/2019	21.34	21.93	22.53	23.15	23.79	24.44	25.12	25.50	
12/2/2020	21.55	22.15	22.76	23.38	24.02	24.69	25.37	25.75	
12/2/2021	21.77	22.37	22.99	23.61	24.26	24.93	25.62	26.01	
Rehabilitation Assistant	22.34	22.95	23.59	24.23	24.90	25.59	26.29	26.68	
12/2/2019	22.56	23.18	23.83	24.47	25.15	25.85	26.55	26.95	
12/2/2020	22.79	23.41	24.06	24.72	25.40	26.10	26.82	27.22	
12/2/2021	23.02	23.65	24.30	24.96	25.65	26.37	27.09	27.49	
Recreation Therapist	26.71	27.44	28.20	28.97	29.77	30.59	31.43	31.90	
12/2/2019	26.98	27.71	28.48	29.26	30.07	30.90	31.74	32.22	
12/2/2020	27.25	27.99	28.77	29.55	30.37	31.20	32.06	32.54	
12/2/2021	27.52	28.27	29.05	29.85	30.67	31.52	32.38	32.87	
Social Worker - BSW	31.93	32.81	33.71	34.64	35.59	36.57	37.57	38.13	
12/2/2019	32.25	33.14	34.05	34.99	35.95	36.94	37.95	38.51	
12/2/2020	32.57	33.47	34.39	35.34	36.31	37.31	38.33	38.90	
12/2/2021	32.90	33.80	34.73	35.69	36.67	37.68	38.71	39.29	
Dietitian	34.65	35.60	36.58	37.59	38.62	39.68	40.78	41.39	
12/2/2019	35.00	35.96	36.95	37.97	39.01	40.08	41.19	41.81	
12/2/2020	35.35	36.32	37.32	38.35	39.40	40.48	41.60	42.22	
12/2/2021	35.70	36.68	37.69	38.73	39.79	40.88	42.02	42.65	
Occupational Therapist	35.59	36.57	37.57	38.61	39.67	40.76	41.88	42.51	
12/2/2019	35.95	36.94	37.95	39.00	40.07	41.17	42.30	42.93	
12/2/2020	36.31	37.31	38.33	39.39	40.47	41.58	42.72	43.36	
12/2/2021	36.67	37.68	38.71	39.78	40.87	42.00	43.15	43.80	
Physiotherapist	35.59	36.57	37.57	38.61	39.67	40.76	41.88	42.51	
12/2/2019	35.95	36.94	37.95	39.00	40.07	41.17	42.30	42.93	
12/2/2020	36.31	37.31	38.33	39.39	40.47	41.58	42.72	43.36	
12/2/2021	36.67	37.68	38.71	39.78	40.87	42.00	43.15	43.80	
Respiratory Therapist	36.20	37.20	38.22	39.27	40.35	41.46	42.60	43.24	43.67
12/2/2019	36.56	37.57	38.60	39.66	40.75	41.87	43.03	43.67	44.11
12/2/2020	36.93	37.95	38.99	40.06	41.16	42.29	43.46	44.11	44.55
12/2/2021	37.30	38.33	39.38	40.46	41.57	42.72	43.89	44.55	45.00

- (a) Effective December 2, 2022, an employee who is working in the role of a Geriatric Resource Clinician within their classification for a tour of duty shall be paid a premium of one dollar and ninety-five cents (\$1.95) per hour in addition to their regular salary.

The Recreational Therapist whose rate is above the scale shall receive increases of 1% per year for all hours paid; however, their rate will not form part of the salary scale. This shall not apply for the period when the employee was on secondment.

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

Applicable straight time hourly rate + 13%.

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

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

APPENDIX 1 - GRIEVANCE REPORT

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

REOPENER ARTICLES/ISSUES

BETWEEN:

ST. JOSEPH'S CONTINUING CARE CENTRE – HEALTH CARE PROFESSIONALS

(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Union")

	Recreation Therapy Assistant Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$21.13	\$21.50	\$21.93	\$22.58
Step 2	\$21.71	\$22.09	\$22.53	\$23.21
Step 3	\$22.31	\$22.70	\$23.15	\$23.85
Step 4	\$22.92	\$23.32	\$23.78	\$24.49
Step 5	\$23.55	\$23.96	\$24.44	\$25.17
Step 6	\$24.20	\$24.62	\$25.11	\$25.87
Step 7	\$24.87	\$25.31	\$25.82	\$26.59
Step 8	\$25.24	\$25.68	\$26.19	\$26.98

	Rehabilitation Assistant Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$22.34	\$22.73	\$23.19	\$23.88
Step 2	\$22.95	\$23.35	\$23.82	\$24.53
Step 3	\$23.59	\$24.00	\$24.48	\$25.22
Step 4	\$24.23	\$24.65	\$25.14	\$25.90
Step 5	\$24.90	\$25.33	\$25.84	\$26.61
Step 6	\$25.59	\$26.04	\$26.56	\$27.36
Step 7	\$26.29	\$26.75	\$27.29	\$28.11
Step 8	\$26.68	\$27.14	\$27.68	\$28.51

	Recreation Therapist Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$26.71	\$27.18	\$27.73	\$28.56
Step 2	\$27.44	\$27.92	\$28.48	\$29.33
Step 3	\$28.20	\$28.69	\$29.26	\$30.14
Step 4	\$28.97	\$29.47	\$30.06	\$30.96
Step 5	\$29.77	\$30.29	\$30.90	\$31.83
Step 6	\$30.59	\$31.13	\$31.75	\$32.71
Step 7	\$31.43	\$31.98	\$32.62	\$33.60
Step 8	\$31.90	\$32.46	\$33.11	\$34.10

	Social Worker - BSW Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$31.93	\$32.49	\$33.14	\$34.13
Step 2	\$32.81	\$33.38	\$34.05	\$35.07
Step 3	\$33.71	\$34.30	\$34.99	\$36.04
Step 4	\$34.64	\$35.24	\$35.94	\$37.02
Step 5	\$35.59	\$36.21	\$36.94	\$38.05
Step 6	\$36.57	\$37.21	\$37.95	\$39.09
Step 7	\$37.57	\$38.23	\$39.00	\$40.17
Step 8	\$38.13	\$38.79	\$39.57	\$40.76

	Dietitian Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$34.65	\$35.25	\$35.96	\$37.03
Step 2	\$35.60	\$36.22	\$36.95	\$38.06
Step 3	\$36.58	\$37.22	\$37.96	\$39.10
Step 4	\$37.59	\$38.24	\$39.00	\$40.17
Step 5	\$38.62	\$39.29	\$40.08	\$41.28
Step 6	\$39.68	\$40.37	\$41.18	\$42.42
Step 7	\$40.78	\$41.50	\$42.33	\$43.60
Step 8	\$41.39	\$42.11	\$42.95	\$44.24

	Occupational Therapist and Physiotherapist Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$35.59	\$36.21	\$36.94	\$38.04
Step 2	\$36.57	\$37.21	\$37.95	\$39.09
Step 3	\$37.57	\$38.22	\$38.98	\$40.15
Step 4	\$38.61	\$39.28	\$40.06	\$41.26
Step 5	\$39.67	\$40.36	\$41.17	\$42.40
Step 6	\$40.76	\$41.47	\$42.30	\$43.57
Step 7	\$41.88	\$42.62	\$43.48	\$44.78
Step 8	\$42.51	\$43.25	\$44.12	\$45.44

	Respiratory Therapist Rates			
	Current	2-Dec-19	2-Dec-20	2-Dec-21
Step 1	\$36.20	\$36.83	\$37.57	\$38.69
Step 2	\$37.20	\$37.85	\$38.61	\$39.77
Step 3	\$38.22	\$38.88	\$39.66	\$40.85
Step 4	\$39.27	\$39.95	\$40.74	\$41.96
Step 5	\$40.35	\$41.05	\$41.87	\$43.12
Step 6	\$41.46	\$42.19	\$43.03	\$44.32
Step 7	\$42.60	\$43.35	\$44.22	\$45.54
Step 8	\$43.24	\$43.99	\$44.87	\$46.22
Step 9	\$43.67	\$44.44	\$45.33	\$46.69

DATED THIS 30th day of June, 2023.

FOR THE EMPLOYER:

"Vicki Lejambe"

"Alexandra Gosselin"

"Kim Long"

FOR THE UNION:

"Céline Messier"
Labour Relations Officer

"Kathryn McGuire "
Bargaining Unit President