

COLLECTIVE AGREEMENT

Between

**WEST PARK HEALTHCARE CENTRE
(Hereafter referred to as the 'Centre')**

AND

**ONTARIO NURSES ASSOCIATION
Registered Respiratory Therapists**

Expiry: March 31, 2022

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	3
ARTICLE 2 – DEFINITIONS	3
ARTICLE 3 – RECOGNITION & RELATIONSHIP	4
ARTICLE 4 – NO STRIKE, NO LOCKOUT	6
ARTICLE 5 – UNION SECURITY	6
ARTICLE 6 – REPRESENTATION AND COMMITTEES	7
ARTICLE 7 – GRIEVANCE PROCEDURE	11
ARTICLE 8 – PROFESSIONAL RESPONSIBILITY	16
ARTICLE 9 – PROFESSIONAL DEVELOPMENT	16
ARTICLE 10 – SENIORITY	19
ARTICLE 11 – LEAVE OF ABSENCE	29
ARTICLE 12 – SICK LEAVE AND LONG TERM DISABILITY	39
ARTICLE 13 – HOURS OF WORK	40
ARTICLE 14 – PREMIUM PAYMENT	45
ARTICLE 15 – PAID HOLIDAYS	51
ARTICLE 16 – VACATIONS	53
ARTICLE 17 – HEALTH AND WELFARE BENEFITS	57
ARTICLE 18 – MISCELLANEOUS	59
ARTICLE 19 – COMPENSATION	61
ARTICLE 20 – DURATION	63
APPENDIX 1 – ONA GRIEVANCE FORM	65
LETTER OF UNDERSTANDING	66

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Centre and the employees covered by this Agreement, and to provide for an on-going means of communication between the Association and the Centre, and to promote the prompt disposition of grievances, the efficient operation of the Centre's business, and to establish and maintain mutually satisfactory salaries, hours of work, and working conditions for all health care professionals who are subject to the provisions of this Agreement.
- 1.02 The Centre shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – DEFINITIONS

- 2.01 A Registered Respiratory Therapist holds a Certificate of Registration with the College of Respiratory Therapists of Ontario in accordance with the *Regulated Health Professions Act*, and the *Respiratory Therapy Act*.
- 2.02 A graduate Respiratory Therapist has met all academic requirements but has not yet successfully completed the examination or evaluation approved by the College. A Respiratory Therapist who holds a Graduate certificate of registration must use the title of Graduate Respiratory Therapist or GRT. If the Employee fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Graduate certificate of registration she or he may be placed on an unpaid leave of absence, otherwise she or he will be deemed to be not qualified for the position of Registered Respiratory Therapist and she or he will be terminated from the employ of the Centre. Such termination shall not be the subject of a grievance or arbitration.
- 2.03 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.04 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 13 and who commits to be available for work on a regular pre-determined basis by the Centre. All other part-time employees shall be considered casual employees.

ARTICLE 3 – RECOGNITION & RELATIONSHIP

3.01 The Centre recognizes the Union as the exclusive bargaining agent of all registered respiratory therapists and graduate respiratory therapists employed in the capacity of Respiratory Therapy at West Park Healthcare Centre in the City of Toronto, save and except the Clinical Care Coordinator and those above the rank of the Clinical Care Coordinator.

3.02 Management Rights

The Union recognizes that the management of the Centre and the direction of the working force are fixed exclusively in the Centre and shall remain solely with the Centre except as specifically limited by the express provisions of the foregoing; the Union acknowledges that it is the exclusive function of the Centre to:

- a) Maintain order, discipline and efficiency.
- b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee who has completed their probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
- c) Establish and enforce rules and regulations to be observed by employees.
- d) Generally to manage and operate the Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment and technology to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Centre's operations, not otherwise specifically dealt with elsewhere in this agreement.

3.03 Relationship

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, health care workers, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including health care workers, without fear of retaliation. The parties are both committed to a

harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- 3.04 The Centre 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.
- 3.05 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Centre or as specifically provided for in this Agreement.
- 3.06 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, ethnic origin, place or origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences, or any other factor which is not pertinent to the employment relationship. ref: Ontario Human Rights Code.

3.07 Harassment and Discrimination

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:

- (a) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Centre's harassment policies and process.
- (b) In recognizing the importance of a harassment free environment, the Centre and the Union will review Employer policies and processes with respect to harassment with the employee during her or his orientation period.
- (c) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (d) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.

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

ARTICLE 4 – NO STRIKE, NO LOCKOUT

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

ARTICLE 5 – UNION SECURITY

- 5.01 The Centre 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 Centre, then, as soon as the error is called to its attention by the union, the Centre shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Centre shall make the deduction in the manner prescribed by the union.

- 5.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Centre of any changes therein and such notification shall be the Centre's conclusive authority to make the deduction as specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Centre's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Union dues by the Centre, the Union agrees to indemnify and save harmless the Centre

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

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

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

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

- 5.06 The Centre agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired employees' during their probationary period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Centre.

The interview period will be scheduled during the employee's formal orientation period.

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

ARTICLE 6 – REPRESENTATION AND COMMITTEES

- 6.01 Meetings

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

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

6.02

Employee Representatives & Grievance Committee

- a) The Centre agrees to recognize two (2) Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement and shall serve as Grievance and Labour Management Committee representatives.
- b) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit within the Centre in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or employee in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Centre agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.03

Labour Management Committee

- (a) There shall be a Labour Management Committee comprised of two (2) representatives of the Centre, one of who shall be the Chief Executive Officer or designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate in addition to the Labour Relations Officer. The parties agree that the two (2) representatives for both the Grievance Committee and the Labour Management Committee will be the same.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01.
- (c) The purpose of the Committee includes:

- i) promoting and providing effective and meaningful communication of information and ideas, and generally to discuss issues of professional responsibility.
- (d) The Centre agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (e) Where a representative designated by the Association attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

6.04 Negotiating Committee

The Centre agrees to recognize a Negotiating Committee comprised of not more than 2 employees representing both full-time and part-time in addition to the bargaining unit president. The Centre agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Centre for a renewal agreement up to, but not including, arbitration.

6.05 Occupational Health and Safety

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 agrees to promote health and safety and wellness throughout the organization. The Centre 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.

- (a) 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.
- (b) In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the Centre, provide information of such employment to the Centre. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (c) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Centre 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 the bargaining unit employees.
- 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 Centre agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Centre 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.

- 6.06 The Union may hold meetings on Employer premises providing permission has been first obtained from the Centre.
- 6.07 The Union shall keep the Centre notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Union.
- 6.09 The Centre agrees to give representatives of the Ontario Nurses' Association access to the premises of the Centre for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Centre. Such representatives shall have access to the premises only with the approval of the Centre which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.
- 6.10 Where an employee makes prior arrangements for time off from a tour of duty, the employee shall not be scheduled to work another tour that day.

- 6.11 The Centre will discuss government initiatives with the Union that may negatively impact on the bargaining unit.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

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

The Centre agrees that where an employee is required to attend a meeting with the Centre 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 will be completed in a timely manner.

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

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to the Manager or designate. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Manager or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

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

7.04 A complaint or grievance arising directly between the Centre 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 Centre shall be filed with the Bargaining Unit President or designate.

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

7.06 (a) Probationary Release

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

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

The Centre 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.

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 Centre at Step 2 within seven (7) days after the date the release is affected. Such grievance shall be treated as a special grievance as set out below.

(b) Discipline/Discharge/Suspension

The Centre 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 Centre at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

7.07

- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore,

notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party

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

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

- 7.11 For all other grievances including those grievances dealing with practice issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

- 7.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board/sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 7.14 The proceedings of the Arbitration Board/sole Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the Employee or Employees' concerned.
- 7.15 Each of the parties hereto will bear the expense of any nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board or sole Arbitrator.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the Labour Relations Act.

ARTICLE 8 – PROFESSIONAL RESPONSIBILITY

- 8.01 The parties agree that issues of Professional Responsibility and workload are appropriate for discussion at the Labour Management committee.
- 8.02 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the appropriate College from time to time, and any Employer policy related thereto.
- 8.03 The Centre will notify the employee when it reports her or him to the College of Respiratory Therapists of Ontario.
- 8.04 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 Centre, upon request from the employee, will provide the employee with a letter outlining the Centre's liability coverage for Health Professionals in the Centre's employ.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

- 9.01 Continuous professional development is a hallmark of professional healthcare practice. As a self-regulating profession, Respiratory Therapy recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing

education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility and commitment to active participation in the area of professional development.

9.02 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 10.01, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Centre 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.

9.03 Both the Centre 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 Centre will endeavour to provide programs related to the requirements of the Centre. Available programs will be publicized, and the Centre will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.

9.04 The Centre will endeavour to schedule mandatory in-service programs during an Employee's regular working hours. When an Employee is on duty and authorized to attend any in-service program within the Centre and during her or his regularly scheduled working hours the Employee shall suffer no loss of regular pay. When an Employee is required by the Centre 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 Centre requires e-learning, it will make reasonable efforts to enable Employer e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required employer e-learning during regular working hours and is required to complete employer e-learning outside of her/his regular working hours, the Centre will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.

9.05 Student Supervision

(a) Employees may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Respiratory Therapists of Ontario.

Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Centre determines to be appropriate training. Any information that is provided to the Centre 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 Centre will review the Employee's workload with the Employee and the student to facilitate successful completion of the assignment.

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

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

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.08 will apply.

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

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

A request by an employee for a copy of other documents in their file will not be unreasonably denied.

Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor

and/or a representative from Human Resources. A copy of the evaluation will be provided to the employee at her or his request.

No document shall be used against an employee which has not been brought to their attention.

- 9.09 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months of active work following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months. Leaves of absences in excess of greater than (60) continuous calendar days will not count towards either period referenced above.
- 9.10 An employee shall be entitled to leave of absence from her or his regularly scheduled working hours for the purpose of writing exams:
- (i) Arising out of the Quality Assurance Program required by Professional Colleges of Ontario.
 - (ii) To obtain or maintain professional certification designation.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

- (a) i) Newly hired employees shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time employee shall be credited with seniority from date of last hire and the part-time employee shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Centre, the probationary employee and the Bargaining Unit President or designate, such probationary period may be extended. Where the Centre 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 Centre will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.

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

10.02

Seniority Lists

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- (b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (c) A seniority list shall be maintained for casual employees for the purposes of Article 10.07 only. Seniority on such lists will be expressed in terms of total hours worked.
- (d) The seniority list will be filed with the Union and the Centre will post. The seniority lists at the end of the first (1st) pay period of January and July. Any employee who wishes to challenge the seniority list must do so pursuant with the terms and conditions of Article 7, grievance procedure. The seniority list will be posted in a designated

glassed-in bulletin board. A copy will be sent to the Labour Relations Officer and Bargaining Unit President.

10.03 Retention/Transfer of Service and Seniority

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

10.04 Effect of Absence (Full-time)

If an employee's absence without pay from the Centre including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Centre 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 will accrue and the Centre will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 11.07 and for a period of up to thirty-five (35) weeks while

an employee is on parental leave under Article 11.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such employee is on a parental leave under Article 11.08.

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

10.05 Effect of Absence (Part-time)

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

10.06 Deemed Termination

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

- (a) Leaves of her or his own accord;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Has been laid off for twenty- four (24) calendar months;
- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Centre's ability to provide adequate patient/client care, unless a satisfactory reason is given to the Centre;
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Centre of such absence and providing a satisfactory reason to the Centre;
- (f) Fails to return to work (subject to the provisions of Article 10.06 (e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;

- (g) Fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Centre and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

10.07 Job Posting

- a) A copy of all job postings will be provided to the Bargaining Unit President at the time of posting.
- b) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

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

- c) Absent exceptional circumstances, the Centre will endeavour to move employees who have been selected for positions in accordance with Article 10.07 (e) and (f) into their positions within forty-five (45) days of their selection to the positions.
- (d) At the request of the employee, the Centre will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.
- e) Employees shall be selected for positions under Article 10.07 on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant will be selected.
- (f) Vacancies caused due to the following:
 - i) illness;
 - ii) accident;

- iii) leaves of absence not expected to exceed 12 months,
- iv) pregnancy and parental;
- v) specific tasks not expected to exceed 6 months;
- vi) where temporary vacancies occur as a result of special onetime funding the parties may agree to extend the time line;

may be filled at the discretion of the Centre. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered part-time. Upon completion of the temporary vacancy, such employee shall be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job. Where the parties agree, full-time employees may be considered for temporary full-time vacancies.

- (g) The Centre shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

10.08 Layoff — Process and Options

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

Prior to implementing a short-term layoff on a unit, employees will first be offered, in order of seniority, the opportunity to take vacation

day(s), utilize any compensatinglieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

- i) An employee who has been notified of a short-term layoff may:
 - A) Accept the layoff; or
 - B) Opt to retire if eligible under the terms of the Centre's pension plan as outlined in Article 17.04; or
 - C) Elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
 - D) Displace the least senior employee in the bargaining unit whose work she or he is qualified to perform.
- ii) An employee who has been notified of a long-term layoff may:
 - A) Accept the layoff; or
 - B) Opt to retire if eligible under the terms of the Centre's pension plan as outlined in Article 17.04; or
 - C) Elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
 - D) Displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee subject to layoff is qualified to perform.
- iii) In all cases of layoff:
 - A) Any agreement between the Centre and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this Article. While an individual employee is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
 - B) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her or his

former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her or his former position there shall be no obligation to consider the vacancy under Article 10.07. Where the employee refuses the opportunity to return to her or his former position the employee shall advise the Centre in writing.

- C) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
- D) Full-time and part-time layoff and recall rights shall be separate.
- E) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 10.09 have been complied with.
- F) 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.
- G) In this Article (10.08), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- H) 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.

10.09 Recall from Layoff

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

- (a) Full-time and regular part-time employees on layoff may notify the Centre of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified.

- (b) Full and Part Time employees who have expressed interest under Article 10.09(a) may be offered occasional shifts or temporary vacancies, as defined by Article 10.07 (f) on a seniority basis. Employees accepting occasional shifts or temporary vacancies will retain their recall rights.

10.10 Transfer outside of the Bargaining Unit

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

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

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, 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 Centre agrees that it will not make work assignments that violate the purpose and intent of this provision. The Centre will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Article 10.10, the

date the assignment commenced, the area of assignment and the duration of such assignments.

- (e) An employee who accepts a transfer under Article 10.10 will not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.

10.11 Work of the Bargaining Unit/Agency Employees

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

- (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.
- (b) The Centre 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 Centre will first offer the work on the basis of seniority to regular part-time employees in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.
- (c) A complete list of positions that have been vacated will be provided to the Union on a monthly basis.

10.12 Retirement and Separation Allowances

- (a) The Centre will make offers of early retirement to employees that qualify under the Centre's pension plan in order to avoid a junior employee from losing their employment with the organization.
- (b) The early retirement calculation will equal one week of salary for each year of service up to a maximum of thirty-five weeks salary.
- (c) Before issuing notice of long term layoff pursuant to Article 10.08 and following notice pursuant to Article 10.08, the Centre will make offers of early retirement allowance in accordance with the following conditions:

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

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

- (d) Where an employee has received individual notice of long term layoff under Article 10.08 such employee may resign and receive a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Chief Executive Officer, Supervisor or designate. Such requests are to be given as far in advance as possible

and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 Leave for Union Business

The Centre agrees to grant leaves of absence, without pay, to Employees selected by the Union to attend to Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any Employee elected to the position of Local Co-ordinator. One employee may be absent at any one time and such leave shall not interfere with the efficient operation of the Centre. The cumulative total leave of absence permitted under this Article would be fifteen (15) shifts. The Union will provide as much notice as possible, but not less than fourteen (14) days. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Centre and the local Union agrees to reimburse the Centre in the amount of the full cost of such salary and 19% in lieu of applicable benefits. The Centre will bill the local Union within a reasonable period of time. Part-time Employees will receive service and seniority credit for all leaves granted under this Article.

11.03 Leave, Board of Directors

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

11.04 Leave, President. O.N.A.

Upon application in writing by the Union on behalf of the employee to the Centre, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. Notwithstanding Article 10.04, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Centre and the Union agrees to reimburse the Centre 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 Centre of her or his intention to return to work at least six (6) weeks prior to the date of such return. The Centre will endeavour to return the employee sooner, if requested.

11.05 Bereavement Leave

An employee who notifies the Centre 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 Centre may nonetheless grant a paid bereavement leave. The Centre, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

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

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

11.06 Jury And Witness Duty

- (a) If a full-time or regular part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Centre, 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 Centre 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 Centre 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 Centre. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

11.07

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An Employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.
- (b) The Employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The Employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written

notification received by the Centre at least four (4) weeks in advance thereof. The Employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

- (d) Employees newly hired to replace Employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Centre, in a permanent position, the Employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employee shall be credited with tours worked (hours worked for Employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for Employees' whose regular hours of work are other than the standard work day).

The Centre 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 Centre may request an Employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Centre's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Centre of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time Employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

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

11.08

Parental Leave

- (a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An Employee who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An Employee who is eligible for a parental leave may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Employee shall advise the Centres 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 Centre, in a permanent position, the Employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employee shall be credited with tours worked (hours worked for Employees' whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225

hours for Employees' whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Centre's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Centre of the Employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the Employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The Employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time Employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

The Centre shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

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

the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

11.09 Education Leave

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

- (a) Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Centre may be granted on written application by the employee to the employee's Leader or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to upgrade their qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

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

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional career development may be granted at the discretion of the Centre upon written application by the employee to the employee's leader.
- (d). Where a regular part-time employee receives payment under (b) or (c) above, they shall be credited with seniority and service for all hours paid.

11.10 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Chief Executive Officer or Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Centre.
- (d) Written applications will be reviewed by the Chief Executive Officer, Supervisor or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Centre.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Centre and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Chief Executive Officer or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Centre plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Centre is unable to find a suitable replacement, it may postpone the leave. The Centre will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

- (l) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Centre in order to authorize the Centre to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 11.10 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

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

ARTICLE 12 – SICK LEAVE AND LONG TERM DISABILITY

- 12.01 When an employee has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 15.05 if she or he otherwise qualifies.
- 12.02 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 appeals process, if available to the employee, to attempt to resolve disputes. The Union may file a grievance on the employee's behalf, but the arbitration hearing of the grievance will not occur until the determination of the employee's appeal, or within 90 days of the filing of the appeal, whichever is the sooner. Any delay occasioned by the appeal will not count against the timeliness of the grievance, nor against any time limit in section 49 of the Labour Relations Act, 1995. For this reason the time limit for referring such a grievance to arbitration will be extended until the result of any appeal is known to the Union.
- 12.03 For employees whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 12.04 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 Centre 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 Centre and a written undertaking satisfactory to the Centre that any payments will be refunded to the Centre following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 12.05 If the Centre requires the employee to obtain a medical certificate, the Centre shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.
- 12.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.07 An employee will call the sick reporting line a minimum of one (1) hour prior to the beginning of a scheduled day shift; and a minimum of three (3) hours prior to the beginning of each scheduled afternoon or night shift.
- In case of personal sudden illness, an employee will endeavour to meet the above requirements.

ARTICLE 13 – HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.
- (b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
- (c) The regular daily tours of duty of a full-time Employee shall average five (5) days per week over the Employee's schedule determined by the Centre.
- (d) Where an Employee notifies her or his supervisor that she or he has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such Employee shall be paid

time and one half (1½) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.

- (i) Notwithstanding the above, employees assigned to be Code Blue Responders who are responsible for carrying a pager and required to remain on site at all times while on shift, shall be paid their regular straight time hourly rate for their lunch break.
- (e) The Centre shall not enter into any agreement with employees under Section 17 (2) of the Employment Standards Act, 2000 that conflicts with the collective agreement.

Christmas Scheduling

- (f) Full-time employees will be available for work as required and assigned by the Centre during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30 and January 1 or December 31st to January 2). This provision shall not apply to any area where employees normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

These regulations may be waived between December 15th and January 8th, so that employees will receive three (3) consecutive days off at either Christmas or New Year's. The Centre will endeavour to schedule up to an additional two (2) days off, adjacent to the three (3) consecutive days off, at either Christmas or New Year's.

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

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

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

13.03 Scheduling Regulations

The Centre will maintain the following working schedules:

- (a) No less than two (2) consecutive tours off between changes of shifts, unless otherwise agreed;

- (b) Employees will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the employee;
- (c) No split tours;
- (d) For the purposes of this Article the first tour of the day will be considered to be the night tour;
- (e) The Centre will notify an employee before changing her/his posted schedule;
- (f) An employee who elects to take time off in lieu of payment for overtime as provided for in Article 14.06 must do so within a period of sixty (60) consecutive days of the date on which she/he worked overtime but not later than March 31st of the fiscal year the overtime is earned. The scheduling of the time off will be by mutual agreement between the employee and the Centre. If the time off cannot be scheduled within the said time period the employee will be paid for the time.
- (g) An employee will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days.
- (h) The Centre will endeavour to schedule two (2) weekends off in four (4) for employees working on a normal daily tour. The Centre will schedule every second [2nd] weekend off for employees working on extended tours.

If an employee is required to work on a third [3rd] consecutive and subsequent weekend, she/he shall be paid premium pay as set out in Article 14.02 save and except where:

- i) such weekend has been worked by the employee to satisfy specific days of requested by such employee;
 - ii) such employee has requested weekend work, in writing; or
 - ii) such weekend is worked as the result of an exchange of shifts with another employee.
- (i) Applies to Full-Time Employees only

The Centre will endeavour where possible that not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed.

- (j) Schedules for full-time and permanent part-time employees will be posted 4 weeks in advance and shall cover a 6 week period.
- (k) Requests for time off will be submitted one (1) week prior to posting, whenever possible. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.
- (l) An employee will not be required to change tours of duty more than once during a work week unless otherwise mutually agreed.
- (m) In order to accommodate vacation and lieu day requests made by full-time staff, the Centre will not unreasonably deny requests for exchange of shifts between employees, including casual part-time employees; it being understood that the Centre shall not be required to accommodate such requests which result in overtime payment.

13.04 Commitment for Regular Part-Time Employees

A regular part-time employee will be required to sign a "Commitment Form" which will contain the following conditions:

- (a) Available to work a minimum of forty-five (45) hours in a pay period.
- (b) Available to rotate through two (2) shifts.
- (c) Available to work two (2) weekends in four (4).
- (d) Available for scheduling twelve (12) months of the year unless the employee is on scheduled weeks of approved vacation or an approved leave of absence.
- (e) Available to work six (6) of the designated holidays (as set out in the Collective Agreement). One of these holidays to be either Christmas or New Year's.
- (f) Available for the Christmas period (including December 24th, December 25th and December 26th) or New Year's period (including December 31st and January 1st).

13.05 Additional Shifts

- (a) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Centre will then offer additional tours to all regular part-time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:

Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Centre;

- i) A tour will be deemed to be offered whenever a call is placed.
- ii) It is understood that the Centre will not be required to offer tours which would result in overtime premium pay.
- iii) When a regular part-time employee accepts an additional tour she/he must report for that tour unless arrangements satisfactory to the Centre are made;

13.06 A request by an employee for a change of scheduled working hours must be submitted electronically. Requests for shift swaps must be accepted by the employee willing to exchange tours. Employees will provide as much advance notice as possible. All shift changes must be approved or denied by the manager or designate within a reasonable amount of time, typically 72 hours.

13.07 Where a full-time or part-time employee normally rotates, the Centre will endeavour to schedule day tours on an equitable basis unless otherwise requested by an employee.

13.08 Master Schedule Changes

- (a) Extended tours that currently exist and any introduced extended tour arrangements will abide by the terms of the agreement unless otherwise agreed under Article 13.03.

Master rotation schedules will be developed by the Centre with input from affected staff members, and union representatives at least 90 days in advance and will be consistent with the provisions of this Article. The Employees will be permitted to submit an alternative for consideration within 30 days of initial consultation.

Individual schedule rotations will be awarded on the basis of seniority. Those employees on an approved leave of absence will be contacted and offered an opportunity to select a line in the new schedule.

13.09 Extended Tours

(a) Scheduling

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

- i) No more than three (3) consecutive extended tours of the same shift shall be scheduled unless by mutual agreement.
- ii) At least twelve (12) hours time off will be scheduled between shifts.
- iii) A full time Employee may not be required to change tours of duty more than once during a week.
- iv) The Centre will not change a posted schedule with less than forty-eight (48) hours notice, unless by mutual agreement.
- v) At least forty-eight (48) consecutive hours off shall be scheduled following night duty to a scheduled day shift. A shorter period of time between changes may be agreed upon by mutual consent.

13.10 All full-time and regular part-time employees will be pre-scheduled on a posted schedule to their respective commitments. Should pre-scheduled work not be available at the time of posting for regular part-time employees, such employees shall make their availability known to the Centre for purposes of meeting their commitments from work that becomes available after the schedule is posted prior to work being offered. It is understood that existing staff on a unit may exercise their seniority in requesting a change to a vacant line on the rotation.

ARTICLE 14 – PREMIUM PAYMENT

14.01 (a) (Article 14.01(a) applies to full-time employees only)

If an employee is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and

(c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

Nothing herein will disentitle the employee to payment of the normal tour differential provided herein. For purpose of clarity, an employee who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times her or his straight time hourly rate.

(b) (Article 14.01(b) applies to part-time employees only.)

If a part-time employee is authorized to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. A part-time employee (including casual employees but not including part-time employees who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time employee who is filling a temporary full-time vacancy shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of an average of 37.5 hours per week over the full-time schedule determined by the Centre. Such averaging will commence at the conclusion of the two week period following the employee's transfer to the temporary full time position and will end at the conclusion of the two week period prior to the employee's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

- 14.02 Work scheduled by the Centre to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate or as otherwise provided.
- 14.03 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate as a result of Article 14.02 above and the employee is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where an employee is called back from standby and works in excess of the hours of a normal shift on her or his unit, such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.04 An employee who reports for work as scheduled, unless otherwise notified by the Centre, shall receive a minimum of four (4) hours pay at her or his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Centre which she or he is capable of doing, if her or his regular duties are not available.
- 14.05 The regular straight time hourly rate for a full-time or part-time employee will be the hourly rate in the wage schedule set forth in Article 19.01(a).
- 14.06 Where a full-time employee has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half [1½]). Where a full-time employee chooses equivalent time off such time can only be banked to a maximum of seventy-five (75) overtime hours. Such time off shall be taken at a time agreeable to the employee and her/his Immediate Supervisor.
- 14.07 (a) Shift Premium
- Effective April 1, 2019, an employee shall be paid a shift premium of one dollar and eight-seven cents (\$1.87) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty-seven cents (\$2.27) 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 evening shift payment shall be 1500 – 2300. For the purposes of paying night premiums nights will be 2300 – 0700.

Effective April 1, 2020, an employee shall be paid a shift premium of one dollar and ninety-four cents (\$1.94) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and thirty-four cents (\$2.34) 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 evening shift payment shall be 1500 – 2300. For the purposes of paying night premiums nights will be 2300 – 0700.

Effective April 1, 2021, an employee shall be paid a shift premium of two dollar and one cents (\$2.01) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and forty-one cents (\$2.41) 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 evening shift payment shall be 1500 – 2300. For the purposes of paying night premiums nights will be 2300 – 0700.

(b) Weekend Premium

Effective April 1, 2019, an employee shall be paid a weekend premium of two dollars and forty-two cents (\$2.42) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other 48-hour period as the local parties may agree upon. With respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective April 1, 2020, an employee shall be paid a weekend premium of two dollars and forty-nine cents (\$2.49) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other 48-hour period as the local parties may agree upon. With respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective April 1, 2021, an employee shall be paid a weekend premium of two dollars and fifty-six cents (\$2.56) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other 48-hour period as the local parties may agree upon. With respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

14.08 Patient Transit Escort

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

- (a) All duties for Ambulance escort will be paid as per Article 13 and/or 14 as required;
- (b) Where such duties extend beyond the employee's regular shift, the Centre will not require the employee to return to regular duties at the Centre without at least eight (8) hours of time off. Where such time off extends into the employee's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- (c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the Centre or to such other location agreed upon between the Centre and the employee will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the employee shall return to the Centre or to such other location agreed upon between the Centre and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Centre and the employee, the Centre will establish with the employee arrangements for return travel.
- (d) The employee shall be reimbursed for reasonable out of pocket expenses as per WPHC Business Related Expenses and Activities Policy.

14.09 Travel Allowance

- (a) When an employee is required to travel to the Centre or to return home as a result of reporting to or off work between the hours of 2400 – 0600 hours, or at any time while on standby, the Centre will pay transportation costs either by taxi or by the employee's own vehicle at the rate in accordance with Centre policy. The employee will provide to the Centre satisfactory proof of payment of such taxi fare.
- (b) Employees who are required to travel for teaching purposes shall be reimbursed at the rate in accordance with the Centre's policy, and it is understood that this shall include travel to and from the Centre to pick up and return equipment as needed.

Meal Allowance

- 14.10 An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Centre is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Centre is unable to provide the hot meal.
- 14.11 Where the Centre determines to offer overtime, it shall endeavour to do so based on the following:
- (a) Extending a shift (up to 4 hours) by seniority.
 - (b) Full-time staff — seniority.
 - (c) Part-time staff — seniority, subject to declared availability.
- 14.12 Where a full-time or regular part-time Employee has completed her or his regularly scheduled tour and left the Centre and is called in to work outside her or his regularly scheduled working hours, such Employee shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half (1½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the Employee will receive time and one-half (1½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 14.13 (a) It shall be the responsibility of the employee to consult posted work schedules. The Centre will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than twenty four (24) hours notice is given to the employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked. Notice will be deemed given whenever a call is placed.
- Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.
- (b) The Centre will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the

posted work schedule shall be brought to the attention of the regular part-time employee.

ARTICLE 15 – PAID HOLIDAYS

(Article 15.01 to 15.06 apply to full-time employees only)

15.01 The following shall be recognized as paid holidays:

January 1st	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	December 25 th
Victoria Day	December 26 th
July 1st	One (1) Float Holiday, Full-time only (Float Day to be taken at a mutually agreed time)

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) 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 be subject to determination and such designation shall not add to the present number of holidays.

Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. The schedule will not be altered unless the employees request the holiday off.

Where full time employees are not required to work on a statutory holiday they will be paid 7.5 statutory holiday hours and may use accrued banked time to make up any difference between 7.5 and their scheduled hours.

15.02 In order to qualify for pay for a holiday, an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Centre 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 Centre;
- (c) The Employee's regular scheduled day off;

- (d) A paid leave of absence provided the Employee is not otherwise compensated for the holiday.

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

15.04 Subject to Article 15.02:

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

- (b) Where a holiday falls on an employee's scheduled day off an additional day off with pay will be scheduled.

15.05 A full-time employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.03. In addition, the employee will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

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

15.06 Where an employee is entitled to a lieu day under Article 15.04 or 15.05 above, such day off must be taken within sixty (60) days after the date on which the holiday was observed, to be taken on a day arranged between the Employee and her/his Manager.

15.07 The parties hereto recognize that the Centre must extend daily service to patients and that the Centre operates on a twenty-four (24) hour, seven (7) day a week basis; it is therefore necessary to retain a large portion of the employee complement even on holidays. When a paid holiday falls on a Friday or a Monday, the Centre will endeavour to provide the holiday off to employees who are scheduled off on the weekend immediately adjacent to the holiday. Similarly, the Centre will endeavour to schedule employees who are scheduled on the weekend immediately adjacent to the holiday to work on the paid holiday. This provision is not applicable to December 25th, December 26th, and January 1st. This provision is applicable to either Easter Monday or Good Friday, but not to both. First priority in the application of this clause will be afforded full-time employees.

- 15.08 If a regular or casual part-time employee works on any of the holidays listed in Article 15.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1½) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 14.03 regarding hours worked in addition to her or his full tour.
- 15.09 For the purposes of this Article in the matter of the determining of the time period for which an employee will be paid overtime premium when working on a holiday will be the shift where the majority of hours are scheduled on the holiday. (Applies to full-time employees only)

ARTICLE 16 – VACATIONS

(Articles 16.01 to 16.04 apply to full-time employees only)

- 16.01 All employees shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one (1) year of full-time continuous service will accrue vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
 - (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks pay (112.5 hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - (c) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay (150 hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - (d) Employees who have completed eleven (11) or more years of full-time continuous service as of April 1st shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay (187.5 hours pay for employees whose regular hours of work are other than the standard work day), provided the Employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (e) Employees who have completed twenty (20) years or more of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay (225 hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service as of April 1st shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks pay (262.5 hours pay for Employees whose regular hours of work are other than the standard work day), provided the Employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:
 - 2 week entitlement -4%
 - 3 week entitlement -6%
 - 4 week entitlement -8%
 - 5 week entitlement -10%
 - 6 week entitlement -12%
 - 7 week entitlement -14 %

(Article 16.02 applies to full-time employees only)

- 16.02 An Employee who leaves the employ of the Centre 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.
- 16.03 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Centre 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. Once converted to a date, the date shall not precede the employee's date of hire.
- 16.04 (a) 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.

- (b) The portion of the Employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.
- (c) Where an employee's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the employee shall be entitled to bereavement leave or jury and witness duty in accordance with Articles 11.05 and 11.06.

16.05 Vacation Pay for Part-Time and Casual Employees

Part time employees shall receive vacation accrual based on years of service and pro-rated based on eligible hours worked up to a maximum of seventy-five (75) hours per pay period.

Less than 3 years of service = 6 %
 3 years of service = 8%
 11 years of service = 10%
 20 years of service = 12%
 25 years of service = 14%

Note: Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time and regular part time employee's seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 16.06 It is understood and agreed that vacation weeks are not necessarily continuous; however, the Centre will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates and the continuity of weeks subject to the needs to meet the operating requirements of the Centre.
- 16.07 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation. For part-time employees this will only apply provided the pre-scheduling of the employee is feasible.
- 16.08 All vacation requests shall be submitted in writing to the Manager:
 - (a) By March 1st for vacation requests spanning June 1-November 30. Such requests will be processed and posted by March 31st of each year.

- (b) By October 1st for vacation requests spanning December 1 - May 31. Such requests will be processed and posted by October 31 of each year.
- (c) An employee may carry over a maximum of one (1) week of unused vacation time into the following vacation year for special circumstances and approved by the manager. Such approval shall not be unreasonably withheld.

Requests for vacation that are not submitted prior to the deadlines above will be considered on an individual basis but it is understood that Employees' must give at least eight (8) weeks' notice. Vacation requests may be granted with less notice subject to operational requirements; however, once the work schedule has been posted a vacation request will not be granted unless a suitable, available replacement has been identified, and approved by the manager. Such approval shall not be unreasonably withheld.

- 16.09
 - (a) In scheduling vacation time off preference will be given to employees in accordance with their seniority provided the employee exercises this right by March 1st or October 1st of each year, depending upon the vacation period, after which time preference will be allocated on a first come first served basis.
 - (b) Employees who do not apply for vacation as above will have their vacation scheduled by the Centre.
- 16.10 An Employee will be scheduled off for the Saturday and Sunday following a vacation that terminates on a Friday unless otherwise mutually agreed by the Centre and the Employee.
- 16.11 The vacation year for the purpose of entitlement shall be from the 1st of April in one year to the 31st of March of the next year and all vacation earned up to and including the 31st of March in any year must be taken before April 1st of the following year. Due to the necessity of allowing as many employees off as possible over the Christmas and New Year's holidays, vacations will not be scheduled for the period from December 21st to January 5th.
- 16.12 It is understood and agreed that after six (6) months of continuous service an employee will be eligible to take vacation entitlement she/he has accumulated to that date subject to the provisions of Articles 16.06 and 16.08 [Full-time Only]

- 16.13 A vacation request, which has been submitted by the Employee and then approved by the Centre, may not be cancelled by the Centre without the consent of the Employee.
- 16.14 A part-time Employee who leaves the employ of the Centre 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.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time employees only)

The Current Sun Life Financial Group Extended Health Care and Dental Benefits Plan (contract number 102226) for full-time employees that is being provided shall remain in effect for this group of employees, subject to Article 17.03.

- 17.01 The Centre agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Centre under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Centre agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Centre under the Semi-Private Plan.
 - (b) The Centre agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Centre under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.
 - (c) Hospitals of Ontario Voluntary Life Insurance Plan

The Centre 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 Centre.
 - (d) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the employee, to cover her or his

same sex partner and their dependents, in accordance with the terms and conditions of the plans.

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

- (e) The Centre will provide to employees who are over 55 years of age who retire (including disability retirements) and have not yet reached age 65 and who are in receipt of the Centre's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, including cost sharing, as long as the retiree pays to the Centre the full amount of the employee monthly premium, in advance.

- 17.02 For newly hired employees, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly hired employee was first employed.
- 17.03 The Centre 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 Centre will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Centre 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 Centre is made aware, the Centre will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 17.04 All present employees enrolled in the Centre's pension plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 17.05 The Centre shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.04 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon request, the Centre will make the Plans available to the Union for inspection.

- 17.06 The Centre 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 Centre with an administrative rebate, if any.

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

The parties agree to give the Centre 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 Centre will facilitate access to part-time employees by providing available benefit literature and other communications as appropriate.

ARTICLE 18 – MISCELLANEOUS

- 18.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Centre and the local Union, as requested. The cost of printing the Collective Agreement will be shared equally by the Centre and the local Union.
- 18.02 Such printing will be completed, and the collective agreement will be provided within ninety (90) days of the date of the agreement or award.
- 18.03 It shall be the duty of each employee to notify the Centre promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Centre will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Centre of any change to her or his telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Centre 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 Centre has a specific objection to the physician selected.

18.05 Bulletin Boards

The Centre will provide a locked glassed-in bulletin board with a key to the Association for members of this bargaining unit for its use only.

18.06 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Centre will provide copies to the Union.

18.07 Influenza Vaccine

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Centre will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Employers recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Corporation until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that Article 18.04 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Centre will not oppose the claim.

- (g) Notwithstanding the above, the Centre 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.

ARTICLE 19 – COMPENSATION

- 19.01 (a) The regular straight time hourly rates for full-time, regular part-time and casual employees at the Centre shall be as follows:

Effective April 1, 2019, 1% across the board increase to all employees on all rates of pay.

Effective April 1, 2020, 1% across the board increase to all employees on all rates of pay.

Effective April 1, 2021, 1% across the board increase to all employees on all rates of pay.

Respiratory Therapist

	Apr 1/19	Apr 1/20	Apr 1/21
GRT	\$31.78	\$32.10	\$32.42
RRT Start	\$33.45	\$33.78	\$34.12
1 Year	\$35.21	\$35.56	\$35.92
2 Year	\$37.06	\$37.43	\$37.80
3 Year	\$38.83	\$39.22	\$39.61
4 Year	\$40.77	\$41.18	\$41.59
5 Year	\$42.81	\$43.24	\$43.67
6 Year	\$44.85	\$45.30	\$45.75

Clinical Practice Lead

	Apr 1/19	Apr 1/20	Apr 1/21
Start	\$36.43	\$36.79	\$37.16
Year 1	\$38.35	\$38.73	\$39.12
Year 2	\$40.37	\$40.77	\$41.18
Year 3	\$42.49	\$42.91	\$43.34
Year 4	\$44.52	\$44.97	\$45.42

Year 5	\$46.74	\$47.21	\$47.68
Year 6	\$49.08	\$49.57	\$50.07
Year 7	\$51.42	\$51.93	\$52.45

19.02 An employee in the employ of the Centre who holds a Graduate Certificate of Registration as a Registered Respiratory Therapist and who obtains her or his General Certificate of Registration shall be given the salary of the Registered Respiratory Therapist as provided in this Article effective the date the Employee informs the Manager or her or his designate of obtaining her or his General Certificate of Registration. The Centre will validate the Employee's status with the College of Respiratory Therapists of Ontario.

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

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

19.04 Retroactivity will be paid on the basis of hour's paid based on dates and new rates within four full pay periods (approximately 8 weeks) of the date of ratification or award. 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 Centre may pay retroactivity as part of the regular pay. In such circumstances, the Centre 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 Centre will contact former employees at their last known address on record with the Centre, with a copy to the Union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

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

ARTICLE 20– DURATION

- 20.01 This Agreement shall continue in effect until March 31, 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.
- 20.02 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.
- 20.03 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.

DATED AT _Toronto____. ONTARIO, THIS 29TH DAY OF ____March____ 2022.

FOR THE UNION :

Todd Davis




Jasmine Rafael

FOR THE EMPLOYER:

Liliana Catapano

A. Dowd

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

STEP ONE PREMIERE ETAPE <input type="checkbox"/>	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
		SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	 ffff
STEP TWO DEUXIEME ETAPE <input type="checkbox"/>	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
		SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	 fff
STEP THREE TROIS- IEME ETAPE <input type="checkbox"/>	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
		SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	 Ffff

Letter of Understanding

Between

West Park Healthcare Centre

And

Ontario Nurses' Association RRT

Re: CORE Assignments

Before initially assigning an employee to CORE, the Centre will first provide orientation, to the area of assignment. It is understood that such employee may be assigned to any tour as part of the employee's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives. The orientating employee shall be an extra to the normal staffing complement during such orientation.

Signed at Toronto this day of, 2022

For the Union

For the Centre

EMPLOYER OFFER TO SETTLE

COLLECTIVE AGREEMENT

Bill 124 Stout & Gedelof Reopeners

BETWEEN

**WEST PARK HEALTHCARE CENTRE
REGISTERED RESPIRATORY THERAPISTS**

(referred to as “the Employer”)

And

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

**Expiry March 31, 2022
Term for April 1 2019 to March 31 2022**

ARTICLE 19 – COMPENSATION

19.01 (a) The regular straight time hourly rates for full-time, regular part-time and casual employees at the Centre shall be as follows:

Effective April 1, 2019, ~~4%~~ 1.75% (inclusive of 1% already afforded) across the board increase to all employees on all rates of pay.

Effective April 1, 2020, ~~4%~~ 2.00% (inclusive of 1% already afforded) across the board increase to all employees on all rates of pay.

Effective April 1, 2021, ~~4%~~ 3.00% (inclusive of 1% already afforded) across the board increase to all employees on all rates of pay.

The parties will agree on the salary grids aligned with these increases for Registered Respiratory Therapists and Clinical Practice Leaders-Respiratory Therapist

Registered Respiratory Therapist

	Apr 1/19	Apr 1/20	Apr 1/21
GRT	\$32.01	\$32.65	\$33.63
RRT Start	\$33.70	\$34.37	\$35.40
1 Year	\$35.47	\$36.18	\$37.27
2 Year	\$37.34	\$38.09	\$39.23
3 Year	\$39.12	\$39.90	\$41.10
4 Year	\$41.07	\$41.89	\$43.15
5 Year	\$43.13	\$43.99	\$45.31
6 Year	\$45.18	\$46.08	\$47.46

Clinical Practice Lead - RRTs

	Apr 1/19	Apr 1/20	Apr 1/21
Start	\$38.64	\$39.41	\$40.59
1 Year	\$40.67	\$41.48	\$42.72
2 Year	\$42.81	\$43.67	\$44.98
3 Year	\$44.85	\$45.75	\$47.12
4 Year	\$47.09	\$48.03	\$49.47
5 Year	\$49.45	\$50.44	\$51.95
6 Year	\$51.80	\$52.84	\$54.43

CURRENT PROVISION APPLIES TO RETRO PAYMENTS

19.04 Retroactivity will be paid on the basis of hour's paid based on dates and new rates within four full pay periods (approximately 8 weeks) of the date of ratification or award. 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 Centre may pay retroactivity as part of the regular pay. In such circumstances, the Centre 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 Centre will contact former employees at their last known address on record with the Centre, with a copy to the Union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

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

Without prejudice and precedent on this date of October 27, 2023

FOR THE UNION:

FOR THE EMPLOYER:

Sheri Street LRO ONA
Sheri Street

Janet Lemieux
Janet Lemieux

Jasmine Rafael RRT ONA BUP
Jasmine Rafael

Angela Dowd
Angela Dowd