

COLLECTIVE AGREEMENT

Between

ST. JOHN'S REHABILITATION HOSPITAL
(Hereinafter referred to as the "Hospital")

And -

ONTARIO NURSES ASSOCIATION
(hereinafter referred to as the "Association")

(Full-Time & Part-Time)

Expiry: March 31, 2004

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APPENDIX OF LOCAL ISSUES

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APPENDIX 3**SALARY SCHEDULE****Full-Time & Part-time Salary Schedule****REGISTERED NURSE (pending licensure)**

	<u>Effective April 1,2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	21.12	21.75	22.44
1 Year	21.95	22.61	23.33
2 Years	23.10	23.80	24.56
3 Years	24.25	24.97	25.77
4 Years	25.40	26.16	27.00
5 Years	26.83	27.64	28.52
6 Years	28.26	29.11	30.04
7 Years	29.71	30.60	31.58
8 Years	31.45	32.71	33.75

INFECTION CONTROL NURSE

	<u>Effective April 1,2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
START	25.19	25.95	26.78
1YEAR	26.22	27.01	27.87
2 YEARS	27.23	28.05	28.95
3 YEARS	28.24	29.09	30.02
4 YEARS	29.26	30.14	31.10
5 YEARS	30.26	31.17	32.17
6 YEARS	31.27	32.21	33.24
7 YEARS	32.19	33.48	34.55

PATIENT EDUCATION CO-ORDINATOR

	<u>Effective April 1,2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
START	26.13	26.91	27.78
1YEAR	27.39	28.21	29.11
2 YEARS	28.62	29.48	30.42
3 YEARS	29.86	30.75	31.74
4 YEARS	31.12	32.05	33.07
5 YEARS	32.62	33.93	35.01

TEAM CO-ORDINATOR

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
START	23.37	24.00	24.69
1 YEAR	24.20	24.86	25.58
2 YEARS	26.35	26.05	26.81
3 YEARS	26.50	27.22	28.02
4 YEARS	27.65	28.41	29.25
5 YEARS	29.08	29.89	30.77
6 YEARS	30.51	31.36	32.65
7 YEARS	31.96	32.85	33.83
8 YEARS	33.70	34.96	36.00

CLINICAL NURSE SPECIALIST

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
START	32.96	33.95	35.04
1 YEAR	34.80	35.84	36.99
2 YEARS	36.65	37.75	38.58
3 YEARS	38.51	39.66	40.93
4 YEARS	41.17	42.82	44.19

APPENDIX 4

SUPERIOR CONDITIONS

21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October **23, 1991**.

21.02 The Association and the Hospital agree to establish a committee consisting of two **(2)** representatives of the Association and two (2) representatives of the Hospital to review the superior conditions appendices in each of the participating hospitals. The committee will report to their respective negotiating committees prior to the next round.

ARTICLE A – RECOGNITION

- A.1 St. John's Rehabilitation Hospital (the "Hospital") recognizes the Ontario Nurses' Association (the "Association" or "Union") as the exclusive bargaining agent of all lay-Registered and all lay-graduate nurses employed by St. John's Rehabilitation Hospital in Metropolitan Toronto save and except: unit managers, persons above the rank of unit manager, supervisor occupational health, the employee educator, and persons regularly employed for not more than twenty-four (24) hours per week.

- A.2 St. John's Rehabilitation Hospital (the "Hospital") recognizes the Ontario Nurses' Association (the "Association" or "Union") as the exclusive bargaining agent of all lay-registered and lay-graduate nurses regularly employed for not more than twenty-four (24) hours per week by St. John's Rehabilitation Hospital in Metropolitan Toronto, save and except: unit manager, supervisor-occupational health, and the nurse educator.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The management of the Hospital's operations, and the selection and direction of all employees shall continue to be exclusively vested with the Hospital, except where specifically abridged by the terms of the Agreement.

- B.2 Rules and regulations made by management must be reasonable and uniformly administered and not inconsistent with the provisions of the Agreement.

- B.3 A claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES

The employees are representative of a total of both the full-time and part-time bargaining units.

C.1 Union Representatives

There shall be up to six (6) Union Representatives.

C.2 Negotiating Committee

There shall be a Negotiating Committee of up to three (3) employees, at least one (1) whom shall be from each bargaining unit.

C.3 Grievance Committee

There shall be a Grievance Committee of up to three (3) employees, at least one (1) whom shall be from each bargaining unit and of which any two (2) may attend grievance meetings.

C.4 Hospital-Association Committee

This Committee shall be composed of three (3) representatives of the Association and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time. The committee shall meet monthly except for July and August.

C.5 Association Interview

The Hospital shall inform the Association locally of any newly hired employee prior to or during the new employee's orientation. The Association interview shall then be scheduled locally within thirty days of the start of the new employee's orientation.

C.6 Professional Development Committee

As per Article 9.02(a) of the Central Collective Agreement, the committee shall be composed of three (3) representatives of the Union and an equal number of representatives from the Hospital. Each party may have alternatives to replace a member from time to time.

ARTICLE D - LEAVE FOR ~~A~~ INES

D.1 Leave of absence for Association business shall be granted pursuant to the following conditions:

- (1) The leave shall be applied for at least two **(2)** weeks in advance.
- (2) No more than three (3) employees shall be granted leave at any one time (but not more than two (2) employees from any one unit).
- (3) The aggregate leave for employees shall not exceed forty-five (45) employee tours per year.

ARTICLE E - SCHEDULING - HOURS OF WORK

E.1 The Hospital will endeavor to provide the following scheduling objectives, but it is recognized by the Association that it may not always be possible to attain these objectives:

- (a) Schedules will be posted no less than fourteen (14) days in advance of being applicable and shall cover a twenty-eight **(28)** day period.
- (b) A full-time employee will be scheduled off at least four **(4)** days in any two (2) week period with at least one **(1)** period of two (2) consecutive days off.
- (c) For employees, one (1) weekend off in two (2) unless consent is given by the employee.

- (d) No split shifts.
- (e) A full-time employee will not be scheduled to work more than seven **(7)** consecutive days.
- (f) A full-time employee shall not be required to change tours of duty more than once during the work week.
- (g) A full-time employee shall be scheduled off at least sixteen **(16)** hours between shifts.
- (h) A weekend off consists of fifty-six **(56)** consecutive hours off work during the period following completion of the last shift in a week until the commencement of the first shift of the following week. In cases of finishing night shift, a weekend off shall be forty-eight **(48)** consecutive hours if going on day shift the following week.
- (i) Requests to work evening or night shifts will be granted, if possible.
- (j) The Hospital will endeavor to schedule up to fifty percent (50%) of a full-time employee's work to be on day shift.
- (k) Scheduling at Christmas and New Years, a employee will be scheduled off work for not less than five **(5)** consecutive days over either Christmas or New Year's. Christmas will include December **24, 25** and **26**. New Year's will include December 31 and January 1. Normal scheduling requirements can be waived to accomplish these objectives, between December 15th to January 15th. A schedule request for preference for Christmas and New Year's and the preferred shift will be posted by October 1st. The Christmas schedule will be posted by November 1st. Disputes over preference will be determined by seniority. It is agreed that the master schedule may be altered to meet requests at this time.
- (l) The days of work for any employee, the starting and quitting times each day the time that meal periods and rest periods are taken will be assigned by the Hospital.
- (m) Employees may submit individual requests for changes in the posted schedule. These requests will be considered by the Hospital with due regard to the Collective Agreement and the operation of the Hospital.
- (n) Staff reporting off duty due to illness will call in at least one and one-half (1½) hours before the start of day shift and four **(4)** hours before the start of other shifts.
- (o) Regular part-time employees must be available as required by the Hospital to work a minimum of six **(6)** tours of duty per month for ten (10) calendar months of the year which must include December and July or August.

- (p) Nurses will be scheduled 48 hours off following the night shift, unless mutually agreed otherwise.

E.2 An employee will receive time and one-half their regular hourly rate for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested work; or
- (c) such weekend is worked as the result of an exchange of shifts with another employee.

E.3 Employees who work overtime may be granted time off in lieu thereof as arranged between the employee and her immediate supervisor. If time off is arranged it shall be on the same time and one-half basis.

E.4 Casual employees are required to submit their availability for work for each four (4) week work schedule. Should a casual employee fail to submit their availability for three (3) consecutive work schedules, a meeting will be arranged to review the employee's continued interest in remaining employed as a casual employee. Should the employee decide to remain as a casual employee, any continued failure to submit availability may result in **loss** of access to the hours available to the casual employee.

E.5 Flexible hours may be introduced on a unit by mutual agreement between the Hospital and the Union. The parties agree to implement a six month trial period, after which the Hospital and Union will meet to review the process and the need for scheduling guidelines for these tours.

ARTICLE F - PAID HOLIDAYS

F.1 (a) The Hospital recognizes the following paid holidays:

January 1st	Thanksgiving Day
Good Friday	December 25th
Victoria Day	December 26th
July 1st	Easter Monday
Civic Holiday	Floater 1 *
Labour Day	Floater 2 **

* A full-time employee will qualify after completion of the probationary period and three months of service.

** A full-time employee will qualify after completion of the probationary period and four months of service.

- (b) A regular part-time employee will qualify for holiday pay for the twelve (12) holidays listed in F.1 providing:
 - (i) she/he has three months service;
 - (ii) she/he has earned wages on twelve (12) days during the last twenty-eight (28) days immediately preceding the holiday;
 - (iii) She/he has worked her scheduled shift immediately before and following the holiday.

F.2 The lieu day shall be scheduled off within thirty (30) days on either side of the holiday at a time mutually agreed between an employee and her immediate supervisor. Similarly floater holidays will be scheduled at a time mutually agreed between an employee and her/his immediate supervisor.

F.3 The Hospital shall endeavour to schedule employees who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday). Similarly, if an employee is scheduled off on a paid holiday (if a Monday or a Friday), then the Hospital shall endeavour to schedule the attached weekend off also.

F.4 The Hospital shall endeavour to schedule for paid holidays off on an equitable basis.

F.5 An employee will be considered to have worked on a paid holiday if the majority of hours worked on a tour fall within the calendar day of the paid holiday.

ARTICLE G - VACATIONS WITH PAY

G.1 Vacation dates shall be granted according to seniority in the bargaining unit. In order to ensure the efficient operation of the Hospital, the respective dates of all employees must be finally approved by the Hospital. Approval will not be unreasonably withheld. Vacation dates shall be finalized by May 1st of each year and will be confirmed by the Hospital by May 15th. Any employee who has not exercised her/his seniority to select a vacation date by May 1st shall not be able to later use her/his seniority for the purpose of displacing a less senior employee who has selected a vacation time. She/he shall, however, be granted her vacation at a time arranged between herself/himself and her/his immediate supervisor, provided the Hospital is able to maintain an experienced and qualified work force.

G.2 For purposes of computing continuous service, the cut-off date shall be the employee's anniversary date of hire.

G.3 Employees may accumulate credits for a maximum of eighteen (18) months by mutual consent.

G.4 The Hospital shall schedule the weekend off before and after a employee's vacation when vacation is one (1) week or longer in duration.

- G.5 Employees shall not take more than three (3) weeks in June, July and August nor any vacation during the period December 15th to January 15th.
- G.6 The vacation year is January 1st to December 31st in any year.
- G.7 Late requests for vacation must meet the operational requirements of the Hospital. Such requests will not be unreasonably denied.

ARTICLE H - SENIORITY LISTS

- H. 1 The Hospital shall post seniority lists based on the starting date of a employee and provide copies to the Association office and Local President as of January and July of each year.

ARTICLE I - LIABILITY INSURANCE

- I.1 The Hospital agrees to provide malpractice and professional liability insurance to cover the employee in the event of any legal action brought against such employee in the course of her duties during her employment with the Hospital.

ARTICLE J - BULLETIN BOARDS

- J.1 The Hospital shall install an enclosed bulletin board outside the employees' locker room for the Association's use. All notices posted must be signed by a member of the Local Association Executive.

ARTICLE K - MODIFIED WORK

- K.1 The Hospital will notify the President of the Local Employees' Association of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D. The Hospital will provide to the Union a monthly list of all employees on modified work programs at the beginning of each month.
- K.2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Employees' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- K.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE L - PRE-PAID LEAVE SALARY PLAN

L.1 The number of employees involved in the pre-paid leave salary plan (four **(4)** years' salary over a given **(5)** year period) at any one (1) time shall be a total of three **(3)**, but no more than one (1) off from any one unit at any one time.

TIC M . SHARING

M.1 The parties mutually agree to implement job sharing.

M.2 Job Sharing means that one (1) full-time position is divided between two **(2)** part-time employees.

1. Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the full-time employee initiating job sharing and the Program Manager. Job sharers shall not be requested to work any tours outside of the tours of the full-time position, unless mutually agreed between the employee and her Unit Manager.
3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement and any shifts worked in addition to the full-time schedule are subject to the Part-time Collective Agreement.
4. Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement and subject to the Unit Manager's approval.
5. The job sharers are required whenever possible to cover their partner during sick leave or vacation.
6. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
7. All other provisions covering job sharing are contained in the Central Part-time Agreement.
8. Implementation

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

9. An incumbent full-time employee wishing to share her position, may do so without having her portion of the position posted. It is understood these provisions are subject to the preamble and paragraph under M.2, number 1. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
10. If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to her former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.
11. Discontinuation

Either party may discontinue the job sharing arrangement with twenty (20) working days' notice. Upon receipt of such notice a meeting shall be held between the parties within ten (10) working days to discuss the discontinuation.

ARTICLE N – ORIENTATION

- N.1 The Hospital will continue to provide an orientation program to newly hired employees.

ARTICLE O – MISCELLANEOUS

- O.1 The Employer agrees to pay the bargaining unit President one (1) day a month for union business on the Employer's premises.
- O.2 The parties agree to meet again to discuss issues that are forwarded from the Central to the Local bargaining table.
- O.3 Parking fees for Association members shall not be increased in any one calendar year by more than five percent (5%) for the duration of the Collective Agreement.
- O.4 The Local Collective Agreement shall be printed within sixty (60) days of the Agreement being signed.
- O.5 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

O.6 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a ONA job positing will be notified, in writing, and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

O.7 Voluntary Part time Benefits - Process for Payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Any part time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to part time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

O.8 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

ARTICLE P – VIOLENCE IN THE WORKPLACE

P. I Definition of Violence

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of her or his employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

P.2 Violence Policies and Procedures

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and the provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be provided to each employee.

The policies and procedures may include but not be limited to:

- (a) The Employer recognizes that there is a potential for **violence/abuse** against employees in this workplace and will make every reasonable effort to reduce the potential for such **violence/abuse**.
- (b) The Employer will ensure that all staff at risk for **violence/abuse** at this workplace will receive training which will assist them to:
 - (i) identify causes of violence
 - (ii) identify factors which precipitate violence
 - (iii) recognize warning signs of violence
 - (iv) control and defuse aggressive situations
 - (v) be familiar with and know how to use the Employer's policies and procedures dealing with violence and abuse in the workplace
- (c) The Employer will ensure that all staff at risk for **violence/abuse** receive refresher training on these topics on a regular basis.
- (d) The Employer will ensure that there is an effective means to warn employees of patients' and clients' potential for violent or abusive behaviour.
- (e) The Employer will ensure that there is an effective procedure to report all violent incidents including near misses to all potentially affected staff and to the Joint Health and Safety Committee.
- (f) The Employer will ensure that there is an effective procedure to ensure that the Joint Health and Safety Committee investigates all violent incidents and near misses.
- (g) The Employer will ensure that all assaults resulting in injury, whether physical or psychological, are reported to the Workers' Safety & Insurance Board.
- (h) The Employer will support all victims of workplace violence by ensuring that they receive counselling if necessary, at the Employer's expense. The Employer will also support victims of violence during prosecution of the assailant if charges are laid.

P.3 Measures and Procedures to Prevent Violence to Employees

The Employer agrees that when the Union or employees identify a potential risk of violence to staff the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level. It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence.

In developing measures and procedures to prevent violence, consideration will be given to options such as job redesign, adequate staffing levels and improving the working environment as well as considering the need for personal protection or alarms.

P.4 Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff, including but not limited to:

- (i) developing violence policies;
- (ii) developing measures and procedures to prevent violence to staff;
- (iii) receiving, reviewing and investigating reports of violent incidents;
and
- (iv) developing and implementing violence training programs.

P.5 Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees must be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

The Employer agrees:

- (a) to reach an agreement about the minimum number of staff for nights, weekends and change-over periods between shifts;
- (b) that where there is an established risk of violence, there shall be an agreed minimum number of appropriately trained staff on duty at any one time;
- (c) that employees will not be required to work alone, especially in situations where there is a recognized potential for violence; and
- (d) that where a patient, resident or client is assessed as being actually or potentially violent or aggressive, no employee will be required to approach that patient, resident or client without being accompanied by at least one other person.

P.6 Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on a regular basis for all employees.

All employees working in areas where there is a risk of violence shall be trained with a course including but not limited to:

- (i) causes of violence
- (ii) factors that precipitate violence
- (iii) recognition of warning signs
- (iv) prevention of escalation
- (v) controlling and defusing aggressive situations; and
- (vi) details of the Employer's policies, measures and procedures to deal with violence and the availability of legal counsel and supportive counselling.

The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee her or his wages as set out in the collective agreement while she or he undergoes such training or any subsequent training.

P.7 Support and Counselling

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

Therefore, where the employee is a victim of violence, the Employer agrees to reimburse the employee for any counselling sessions with a licensed counsellor of the employee's choice.

P.8 Pressing Charges

The Employer recognizes that when an employee is threatened or assaulted at work, it may be appropriate and important to lay charges against the assailant.

P.9 Alarms and Paging Systems

The Employer agrees that in all cases where employees or the Union recognize a need for personal protection, the Employer shall provide alarms or paging systems that will be effective in summoning immediate aid. The Employer shall be responsible for the routine maintenance, repair and periodic testing of the alarm or paging system. **All** employees shall receive training about the use and reasonable care of such systems.

P.10 No Discrimination or Dismissal

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of her or his assigned work.

No employee shall be discharged, penalized or disciplined for her or his involvement in any such incidents.

P.11 Disputes

Any violation of this Article shall be **grievable**. Grievances filed under this Article shall be filed at Step 2 of the grievance procedure.

Dated at ~~Toronto~~, Ontario, this 28th day of May, 2002.

FOR THE EMPLOYER

[Signature]

FOR THE UNION

J. Luwaine (LRO)
Labour Relations Officer
Lois Macleod
Barbara Daly
Margaret O'Brien