



# MESSAGE FROM THE HEALTH & SAFETY REPS

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Health and Safety of all workers is paramount to having a healthy and safe workplace. Over the past 4 collective agreements, we have attained significant gains in the agreement language which is over and above the Health & Safety Act standards.

The following is the most recently bargained improvement to the collective agreement language that we fought very hard to achieve.

**IT IS YOUR RIGHT TO KNOW** and enforce this language to protect yourself. The best way to do this is by following the process written in our collective agreement (Article 9.17 and 9.18). For your convenience, these articles are printed below as well.

## Article 9.17– Employment of Disabled Workers

Under the *Human Rights Code of Ontario* (“the Code”) the Employer has a duty to accommodate employees with disabilities, provided that the discharge of this duty does not result in undue hardship. This duty to accommodate arises whether or not the disability is caused by a workplace accident or injury. This duty to accommodate and its discharge is subject to the definitions, defences, and limitations of the Code.

An employee has an obligation to notify the Employer of her need for accommodation and has a duty to cooperate thereafter in the accommodation process.

The Employer and the Union agree that this collective agreement will be applied and interpreted in a manner that permits this duty of accommodation to be discharged.

Where the required accommodation involves modification of the employee’s job duties and where such accommodation can be provided without undue hardship, the accommodation will be attempted using the following sequence guideline:

first, accommodation of the employee in her pre-disability position;

- failing such, accommodation of the employee within an available position in her classification;
- failing such, accommodation of the employee in an available position in another bargaining unit classification of the same or similar pay rate;
- failing such, accommodation of the employee in any other available bargaining unit classification for which the employee possesses the qualifications

It is understood that the above is a guideline and that the sequence for accommodation may be varied in individual circumstances. Without limiting the generality of the foregoing, the number of employees being accommodated within the same position or within the same classification is a relevant consideration and may result in the employee being accommodated outside of her pre-disability position.

Nothing in the above sequence guideline prevents the Employer from varying the sequence and by-passing the disabled employee’s pre-disability position in order to accommodate the employee within a specific position or job assignment which the Employer has designated or otherwise identified as being a position or job assignment suited for employees requiring certain modified job duties.

Subject to the employee's functional restrictions and abilities and the availability of positions which meet those restrictions and abilities, it is understood that where possible a full-time employee will be accommodated in a full-time position and a part-time employee will be accommodated in a part-time position.

The Employer will notify the Union of any bargaining unit employee who has requested accommodation for a disability and will also advise the Union of any accommodation granted or denied.

Where the Employer is able to readily grant accommodation to an employee the Employer may do so and then notify the Union of the accommodation.

Where the Employer returns an employee to modified work within her classification which impacts the work of other employees, the Employer will notify and discuss the situation with the union.

Where the Employer assesses that it is not able to readily grant accommodation, the Employer will notify the Union and meet with the Union and employee to discuss the accommodation request and further options.

Any agreement reached between the parties will prevail over the terms of any contrary provisions in the collective agreement. The defenses and limitations under the Ontario Human Rights Code shall apply.

The employee acknowledges the employee's obligations and the Employer acknowledges the Employer's obligations, regarding an Early and Safe Return to Work program as may be set out under the Workplace Safety and Insurance Act and this collective agreement will be interpreted in such a way as to permit these obligations to be discharged.

#### Article 9.18– Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated, at the Employer's expense.

Incident reports are located in each med room. Injured worker packages (FAF) forms are located in each med room.

Please ask your Registered staff to assist you if you are unsure on how to fill these out. Or...see any one of your Union reps.

