

## **COLLECTIVE AGREEMENT**

**B E T W E E N:**

**CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK (LHIN)**  
(Hereinafter referred to as “the Employer”)

**A N D:**

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

**Expiry: March 31, 2025**

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## **ARTICLE 1 – PURPOSE**

1.01 The purpose of this Agreement is to maintain mutually satisfactory employee relations between the Employer and the Union and to promote a prompt and orderly method of settling all differences including grievances, and for the final settlement of disputes.

It is recognized that the parties wish to work cooperatively to provide the best possible health services for clients in a cost effective manner.

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

## **ARTICLE 2 – SCOPE AND RECOGNITION**

2.01 The Employer recognizes all registered and graduate nurses and all employees performing case management (care coordination) and placement coordination employed by the Central East LHIN save and except persons employed in a managerial or confidential capacity within the meaning of section 1 (3) (6) of The Labour Relations Act.

2.02 (a) Regular full-time is an employee who normally works a regular schedule of thirty five (35) hours per week or seventy (70) hours biweekly.

(b) Regular part-time is an employee who normally works a regular schedule of less than thirty-five (35) hours per week or seventy (70) hours biweekly. Such employees may work a regular on-going schedule or a fluctuating schedule to meet operational requirements.

Note: Current part-time employees with a regular schedule, as of September 30, 2011 will not be required to work a fluctuating schedule.

(c) Casual is an employee who works on an ad hoc basis, as required by the Employer, does not have an ongoing fixed schedule, and may decline casual work.

(d) i) Temporary is an employee who is hired to work for a period of up to twelve (12) calendar months, unless otherwise agreed to by the parties.

ii) Temporary employees will accrue hours worked as seniority for the purposes of applying to job postings only.

iii) At the end of the temporary employment, the temporary employee will be deemed terminated without recourse to the

grievance and/or arbitration provisions, or the layoff provisions of this agreement.

- iv) Temporary employees will receive 8% vacation pay and 4% holiday pay on each pay.
- v) Temporary employees are not eligible for Group Benefits under Articles 19 and 20 until the first of the month after they have completed three (3) months of service.
- vi) In the event of a layoff, Temporary employees will be released first and they will have no rights of recall.
- vii) If a temporary employee is the successful applicant to a posted regular position he/she shall receive credit for service and seniority from his/her original date of hire

(e) Temporary positions for the purpose of back filling pregnancy/parental leave may extend only up to a period of twenty (20) months.

Transfers out of the bargaining unit for the purpose of back filling pregnancy/parental leave may extend only for a period of up to twenty (20) months.

Other temporary positions may extend for a period of up to twelve (12) calendar months, unless the parties agree otherwise.

An existing employee who fills a temporary position will maintain their regular status, salary rate and benefits.

A temporary position may be created to respond to a temporary change in workload, employee absence, or a short-term project.

A regular employee shall revert to a regular position in their branch at the end of the temporary assignment.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union recognizes that the operation and management of the Central East Local Health Integration Network and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Ensure that the best possible client care is provided by the Employer and its employees and that any conduct of its employees which does not promote that goal is stopped or corrected forthwith;
- (b) Maintain order, discipline and efficiency;
- (c) Hire, direct, schedule, classify, transfer, promote, demote, discharge, layoff and suspend or otherwise discipline employees, provided that a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
- (d) Establish and enforce reasonable rules and regulations to be observed by employees, provided that such are not inconsistent with the express provisions of this Agreement; and
- (e) Generally to manage and operate the Central East Local Health Integration Network in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation, location and number of employees required from time to time, the standards of performance for all employees and all other matters concerning its operations, functions and obligations.

3.02 The Employer will exercise its rights and administer the collective agreement in a fair and reasonable manner.

## **ARTICLE 4 – RELATIONSHIP**

The following provisions articulate the parties' commitment to address discrimination and harassment in a timely and effective manner:

4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any 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.

The Union agrees there will be no Union activity, solicitation for membership, on Employer premises or during working hours except with the permission of the Employer or as specifically provided for in this Agreement.

4.02 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, place of origin, citizenship, ancestry, sex, sexual orientation, marital

status, family status, age, ethnic origin, gender identity, gender expression, disability or any other factors not pertinent to employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2).
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," ref: *Ontario Human Rights Code*, Sec. 7 (2).
- (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (d) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the Employee during her or his orientation period.
- (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (f) Where an Employee believes that she or he has been harassed contrary to this provision, she/he may file a grievance under Article 8 of this Agreement, prior to filing a complaint with the Ontario Human Rights Tribunal.
- (g) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

4.04 Whistle Blowing Protection

Employees will not be subject to discipline or reprisal for exercising their right under the Public Service of Ontario Act, 2006.

## **ARTICLE 5 – NO STRIKE, NO LOCKOUT**

5.01 The Union agrees that there shall be no strikes and the Employer agrees that 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 6 – REPRESENTATION AND COMMITTEES**

6.01 Meetings

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

The Employer will provide appropriate resources to committee members and/or representatives for the storage and maintenance of necessary files at the member(s) work sites. Union representatives and members will have access to the Employer’s phone and e-mail systems for Union business.

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 employees’ regular working hours. The Employer will endeavour to provide replacement staff where operationally required.

The Employer agrees to pay for reasonable time spent during regular working hours for representatives of the Union and grievors while investigating and processing grievances.

Use of tele/video conference when mutually agreed to by the parties in lieu of travel for meetings. Neither party can unreasonably deny initiative to utilize video or teleconferencing services.

When committee members or representatives must travel between sites in the performance of their committee roles the Employer shall include the travel time at straight time as part of the meetings. Such trips must be pre-approved by management.

Where a Joint Committee 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. Preparation time will be included as part of the meeting time if it takes place during regularly scheduled hours.

6.02 Local Negotiating Committee

- (a) A negotiating committee of seven (7) employee representatives appointed by the union including the bargaining unit president.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee's participation in bargaining. Mileage allowance provisions will remain status quo at all LHINs.

6.03 Union Representatives

- (a) The Employer agrees to recognize seven (7) 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.

The Union shall notify the Employer in writing of the names of its representatives for all purposes and the names of members of all committees recognized under the Collective Agreement.

- (b) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter an office within the Employer's business in which they are not ordinarily employed they shall, immediately upon entering such office, report their presence to the supervisor or employee in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings.

6.04 Union /Management Committee

There shall be a union/management committee comprised of seven (7) employee representatives appointed by the Union and seven (7) employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee.

The Committee will meet quarterly, unless agreed otherwise, at a time and place mutually agreed to provided there is business for their joint consideration. The parties will exchange agenda items at least one (1) week prior to the meeting. The parties further agree the Committee may meet at any time its members mutually agree a meeting should be held. The duties of the Chairperson will be shared by the parties. Copies of the minutes shall be provided to Committee members.

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

The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.05 Central Negotiating Committee

In the event that the parties agree to participate in central bargaining between the Ontario Nurses' Association and the Participating LHINs, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating LHINs and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including conciliation and mediation. Employees will be credited with seniority and service for all such leave. It is agreed that the employer is not responsible for any other costs associated with the employee's participation in bargaining. There shall be no more than one employee from the Employer on the Union's Central Negotiating Team. Notice will be given to the Employer as far in advance as possible.

Central Negotiating Team members require unpaid time off for the purpose of preparation for negotiations. The Union will advise the LHINs concerned, as far in advance as possible, but in no event less than 2 weeks in advance, of the dates for which leave is being requested. The leave will not be unreasonably denied.

6.06 The Employer will recognize a Grievance Committee(s) of two (2) one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of investigating and processing grievances, attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior approval has been given by Employer.

6.08 It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining

permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings.

The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.09

Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer 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.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the bargaining unit. The number of committee members will be no less than that determined by legislation and the bargaining unit will be entitled to the same membership as any other employee group on the committees. The Union shall notify the employer of their representatives.
- (c) 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 occupational health and safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information. If no member is available to act as the ONA JHSC member, then JHSC information will be provided to the ONA bargaining unit president (BUP), or if no BUP is available, then such information will be provided to the Labour Relations Officer (LRO).
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.

- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees who are patient facing at short notice in the event there are reasonable indications of the emergence of a pandemic, or provide an alternate safety measure as determined by the JHSC. The Employer will advise the JHSC of the supply of PPE on an annual basis and whenever the Employer is required to advise the government.
- (j) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limit to providing reasonable accessible personal protective equipment (PPE) that reduces risk and protects employees.
- (k) Employees will be fit tested on hire and then every two years or at any other time as required by the Employer, the government of Ontario or any other public health authority.
- (l) The Employer will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
- (m) The Employer will train certified workers in accordance with the *Occupational Health and Safety Act 1990*.
- (n) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

## 6.10 Workplace Violence

- (a) “Workplace violence” means:
  - i) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the

worker,

- ii) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- iii) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The parties agree that workplace violence will not be condoned. Employees report workplace violence to their manager or designate.

The Employer will develop and maintain policies and procedures to deal with workplace violence and shall submit any changes to these policies to the Joint Health and Safety Committee for input and review.

These policies and procedures shall be communicated to all employees at orientation and annually.

- (b) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (c) The parties agree that, if incidents involving an employee and an aggressive client or client family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- (d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with Section 52(1) of the *OH&S Act and Regulations*.

6.11 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer and which permission shall not be unreasonably withheld.

## **ARTICLE 7 – UNION SECURITY**

### **7.01 Union Dues and Membership Lists**

The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has insufficient unencumbered earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has sufficient unencumbered earnings within that month. The Parties acknowledge that union dues are not applicable to any month during which an employee has no earnings. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the

dues so deducted in the month following the month in which the dues are deducted.

The Employer agrees to meet with ONA to review the process of providing ONA dues information in an electronic format, in LHINs where it is currently not being done.

The Employer will provide the Union, in an electronic format, with: name of the organization; dues per employee including first and last name, total of all dues submitted identifying dues month; arrears or adjusted amounts; Social Insurance Numbers; hourly rate and status (full-time, regular part-time and casual part-time); terminations and effective date; leaves of absence exceeding 30 days (effective date); and, newly-hired employees with date of hire. Annually addresses will be provided for all current employees. A copy of this information will be sent to the Bargaining Unit President excluding Social Insurance Numbers.

7.02 T-4 Slips

The Employer shall include on each employee's T-4 slip the amount of monies deducted in the previous year, and remitted to the Union, for income tax purposes where such information is or becomes readily available through the Employer's payroll system. The Employer shall issue a T2200 if requested by the employee.

7.03 Indemnification

The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted, and with respect to any liability which the Employer might incur as the result of such deduction.

7.04 New Employees

The Employer agrees to allow a representative of the Union as designated by the Bargaining Unit President, during her/his regular working hours to meet for a period of up to thirty (30) minutes, with newly hired employees during the general orientation period, which shall take place within the first month of their employment.

On or before the commencement of her employment, the Employer will give to each new employee a copy of this collective agreement. The Employer will issue in advance to the representative designated by the Bargaining Unit President the names of all new hires and the time in the orientation schedule when the thirty (30) minute meeting will take place.

7.05 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit including duties which overlap with those of excluded classifications if such performance would result in termination, layoff, reduction of hours, replacement of

bargaining unit positions with excluded positions, or a reduction in the proportion of bargaining unit positions to excluded positions.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 The parties to this Agreement believe that it is important to respond to complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Manager promptly following the issue giving rise to the complaint.

8.02 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, or between the employer and a group of employees who have identical grievances, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, such dispute shall be brought to the attention of the other party as a complaint within fourteen (14) calendar days or when the employee ought to have reasonably become aware of the issue giving rise to the complaint/grievance. Grievance transmittals shall take place between the bargaining unit representative designated by the Bargaining Unit President and the position designated by the Employer. It is understood that the Union has carriage of all grievances.

Grievances shall be on the form set out in Appendix 1. The parties agree to utilize an electronic copy of this form for the submission of grievances.

8.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the union representative, the Union's Labour Relations Officer is entitled to attend such meetings.

8.04

- (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party within fourteen (14) calendar days of its written intent to forward the matter to arbitration. Such notice shall contain the name of the first party's recommended Sole Arbitrator. Where such written notice is post-marked within twelve calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of its agreement or propose an alternate Sole Arbitrator in writing. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Notwithstanding a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party

request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have been settled or abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the *Labour Relations Act*. Extensions under this clause shall not be unreasonable withheld.

8.06 Once appointed the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the *Labour Relations Act* to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.09.

The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

8.07 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

8.08 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.

8.09 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

8.10 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.

8.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.

8.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third

person who shall be the Chairperson. If the parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the chair shall be made by the Minister of Labour for Ontario upon the request of either party.

All references in Article 8 to a Sole Arbitrator shall be taken to include a Board of Arbitration.

8.13 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee is entitled to be represented by a union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance. Union Representatives undertake to be reasonably available in person or by telephone for such meeting.

In cases of suspension or discharge, the Employer agrees as a matter of good labour relations practice, in most circumstances, it will also notify a local union representative.

8.14 The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary,
- (b) exercising a right under this agreement,
- (c) discriminatory, or
- (d) bad faith.

Should the Union be successful, the employee shall be reinstated to the remainder of the probationary period.

8.15 Discharge Grievance

The letter of termination or suspension without pay of an employee who has completed probation will include written reasons and will be provided to the employee within seven (7) calendar days of termination or suspension without pay.

A discharge grievance is to be submitted as a written statement lodged by the employee with the Employer within fourteen (14) calendar days of the discharge and will be dealt with starting at Article 8.03 of the grievance procedure.

8.16 If a Regulated Health Professional or Registered Social Worker is advised or notified that he/she is not a member in good standing with their College for any reason, including non-payment of the annual fee, the employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his

Registration has been reinstated, he/she shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Employer will result in the employee being deemed to be no longer qualified and the employee shall be terminated with cause from the employ of the Employer unless there are extenuating circumstances beyond the control of the employee. Such termination shall not be the subject of a grievance or arbitration, subject to the provisions of the Ontario Human Rights Code.

## **ARTICLE 9 – SENIORITY AND SERVICE**

9.01      Seniority will be based on last date of hire for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time seniority shall be equivalent to fifteen hundred (1500) paid hours of regular part-time seniority. Casual employees will accrue seniority on the same basis as regular part-time employees.

Seniority shall be a factor used in determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters.

Service will be based on last date of hire for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time service shall be equivalent to fifteen hundred (1500) paid hours of regular part-time service. Casual employees will accrue service on the same basis as regular part-time employees.

Service will be used to determine pay level (i.e. salary progression), sick leave entitlement, vacation pay and any other compensation issues.

An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from regular full-time to regular 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 regular full-time to regular part-time shall receive credit for his/her full seniority on the basis of fifteen hundred (1500) hours paid for each year of regular full-time seniority. An employee whose status is changed from regular part-time to regular full-time shall receive credit for his/her full seniority on the basis of one (1) year of seniority for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

9.02      (a)     A newly employed employee hired on a regular, temporary or casual basis shall be considered a probationary employee until she has completed nine hundred 900 hours worked or six (6) months whichever first occurs, after which her name shall be placed on the seniority list, and her seniority shall date from the date of hire. Where the Employer requests an extension of the probationary period, it will provide notice to the Association 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 four (4) months or six hundred (600) hours worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension. During the probationary period, service may be terminated by the Employer for any cause.

(b) There shall be on-going discussions with the employee during the probationary period and the employee will not be terminated without having received written documentation of his/her work.

9.03 All seniority lists will be posted at all sites and on the Central East LHIN Intranet.

There will be two (2) separate seniority lists for 1) regular full-time employees, 2) regular part-time employees (including job sharers), fluctuating part-time employees, and casual employees. Seniority lists will be posted in May and November of each year and two (2) copies will be given to the Union.

Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate.

Tiebreaker to be employees' birthdate with the employee having an earlier month and date having the preference.

9.04 An employee who accepts a position outside of the bargaining unit for up to one year shall retain but not accumulate seniority while in that position. Any extension to such assignment will be negotiated by the parties for issues relating to seniority retention. An employee will only be covered for a subsequent assignment out of the bargaining unit if in the interim they had returned to and worked in a bargaining unit position for at least the same duration as their previous assignment outside the bargaining unit.

9.05 Seniority and service shall be retained and accumulated when;

- (a) an employee is absent from work and in receipt of Worker's Safety and Insurance Benefits as a result of an injury or illness incurred while in the employment of the Employer for a period of thirty (30) months,
- (b) while on any sick leave, including Long Term Disability;
- (c) while in receipt of benefits for Pregnancy/Parental Leave.
- (d) When on an approved leave of absence with or without pay for the period of the time absence has been approved to a maximum of one hundred and twenty (120) days.

9.06 Seniority shall be lost and employment terminated:

- (a) When he/she resigns or retires;
- (b) When he/she is discharged and is not reinstated through the grievance procedure;
- (c) When he/she is on layoff for a period of twenty four (24) continuous months;
- (d) When an employee is absent from scheduled work without notifying the Employer and without providing a reasonable excuse for a period in excess of three (3) consecutive scheduled working days;
- (e) When an employee uses a leave primarily for a purpose other than that for which it was granted;
- (f) When an employee fails to return to work in accordance with Article 11 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address.

## **ARTICLE 10 – JOB POSTING**

10.01 Job Posting

When the Employer determines that a vacancy exists, or creates a new position within the bargaining unit, the Employer shall post notice of such a vacancy and/or new position, electronically for a period of at least seven (7) calendar days during which time employees will have the opportunity to apply and be considered for the posted position. The Employer will send a copy of all job postings to the Bargaining Unit President. The Employer may advertise externally during the posting period it being understood that no external applications will be reviewed prior to all internal applicants (if any) being denied the position.

All information contained on a job posting is only intended to provide applicants with the current status of the vacancy. The information is not a guarantee that those details are not subject to change in accordance with the collective agreement.

Applicants will be advised if they have been successful/unsuccessful in the job competition process within 14 calendar days of the completion of the process.

The Bargaining Unit President will be advised electronically of the name of the successful applicant once the job is filled.

Probationary employees will not be considered for further job postings.

It is understood that work assignments within a program are a decision of the Employer.

An employee selected as a result of a posted or advertised vacancy or a request for transfer will not be considered for a further vacancy for a period of up to twelve (12) months from the date of his/her acceptance of posted position or transfer.

Exceptions to the above shall include:

- (a) Where an employee is applying for a position which would result in a change of status (e.g. temporary to permanent, part-time to full-time, Fluctuating Part-Time (FPT) to part-time or full-time)
- (b) An employee has changed positions under Article 11.03.

All fulltime and part time temporary employees may apply for an additional temporary position and be considered within 90 days of the expected end date of the temporary assignment.

In all cases of transfer and promotion, the following factors shall be considered:

- (a) ability, qualifications and performance; and
- (b) seniority, as of the last pay period.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

## **ARTICLE 11 – LAYOFF AND RECALL**

### **11.01 Layoffs and Recalls**

#### **Long-term layoff**

A long-term layoff shall be defined as a reduction in the hours of work of a regular full-time employee or a regular part-time employee, or if the Employer moves an occupied position from one branch to another, lasting longer than thirteen (13) weeks. Should such a reduction seem necessary, the Employer will meet with the Union to discuss the circumstances giving rise to the layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff.

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

- i) provide the Union with no less than four (4) months written notice of the proposed layoff or elimination of position; and

- ii) provide to the affected employee(s), if any, no less than two (2) months written notice of layoff, or pay in lieu thereof.

Employees shall be laid off in reverse order of their seniority providing those who remain are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.

Similarly, employees shall be recalled from layoff in order of their seniority providing they are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.

No new employee will be hired while qualified employees, who are capable of doing the work after a five (5) day familiarization period, are laid off.

A layoff of employees shall be made on the basis of seniority initially within the classification, program status (full time or part time) and branch. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification program and branch where the layoff is going to occur will be laid off first.

An employee who has been notified of a layoff may:

- (a) accept the layoff; or
- (b) opt to retire if eligible under the terms of the Employer's pension plan; or
- (c) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
- (d) displace an employee who has lesser bargaining unit seniority and is the least senior employee in a program within the Branch on the same seniority list (status), in any classification, whose work the displaced employee and has the skill, ability and qualifications to perform without training other than normal familiarization.
- (e) when there is no ability for the least senior employee to bump within a branch and program the employee can opt to bump the least senior employee in any branch and program on the same seniority list (status), in any classification and has the skill, ability and qualifications to perform without training other than normal familiarization.

The Employer shall provide the laid off employee and the Bargaining Unit President with a part-time and full-time seniority list and a list of current vacant positions during the lay-off meeting.

Where there are vacant positions available under Article 11, but the employee is not qualified to perform the available work, and if such employee is not able to displace another employee under Article 11 and

such layoff is expected to last longer than twelve (12) months, the employee will be provided with the necessary training of up to twelve (12) weeks to enable the employee to become qualified for one of the vacant positions. In determining the position for which training will be provided the Employer shall take into account the employee's stated preference.

In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

Employees will inform the Employer in writing of their decision to bump or accept the layoff within three (3) days of the receipt by the employee of his/her notice of layoff.

Severance pay, where applicable, will be paid in accordance with the *Employment Standards Act*. Acceptance of such payment shall be considered a severance of the employment relationship.

An employee, upon long-term layoff, and at the employee's expense, may continue benefit coverage (except for short and long-term sickness and long-term disability), for a period of twelve (12) months following the layoff by arranging to pay the full premiums, in advance, on a monthly basis.

Employees on layoff are eligible, in order of seniority, for "temporary" recalls of more than three (3) months and not longer than twelve (12) months and shall advise the Employer in writing as to whether they are interested in such recalls. Employees recalled for twelve (12) months or less shall not be entitled to further notice of layoff nor bumping rights. Furthermore, the time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends. Employees who have elected to maintain benefits while on layoff shall have these same eligible benefits paid by the Employer during the period of temporary recall. Otherwise employees temporarily recalled have all the rights of other recalled employees.

Any temporary vacancies that arise will be first offered to employees on layoff.

Acceptance of a temporary assignment by a laid off employee does not constitute a recall to work, and after the completion of the assignment, the employee continues to be laid off according to Article 11.01.

Regular full time and regular part time employees on layoff may elect to have access to shifts that would otherwise be offered on a casual basis. Such employees will inform the Employer of their selection within three (3) working days of notice of layoff. Those employees that elect to take shifts will be offered shifts before casual staff. The refusal of casual shifts would not affect their status as a laid off employee. The time used to determine

the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses would be unaffected during the periods of time worked.

Recall to a regular part time or regular full time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.

Laid off employees are entitled to apply for posted vacancies.

#### Short-term layoff

A short-term layoff shall be defined as a temporary reduction in the hours of work of a regular full-time employee or a regular part-time employee that lasts less than thirteen (13) weeks. The Employer will provide the union and any employee affected with a minimum of seven (7) days' notice. The Employer will meet with the Union to discuss the circumstances giving rise to the layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff. This clause shall not be triggered by the inadvertent reduction of an employee's hours of work.

An employee who has been notified of a short-term lay-off may:

- (a) accept the layoff; or,
- (b) opt to retire if eligible under the terms of the Employer's pension plan; 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.

11.02      (a) Before issuing notice of long term layoff pursuant to Article 11, and following notice pursuant to Article 11, the Employer will make offers of early retirement allowance in accordance with the following conditions:

- i) The Employer will first make offers in order of seniority in the classification and branch(s) where layoffs would otherwise occur.
- ii) The Employer will make offers to employees eligible for early retirement under the Employer's pension plan (including regular part-time, if applicable, whether or not they participate in the pension plan).

iii) If an employee(s) in the branch referred to in paragraph (i) does not accept the offer, the Employer will then extend the offer, in order of seniority, to eligible Employees in the same classification in the branch where an employee who has been notified of a long- term lay-off elects to displace another employee in accordance with Article 11.01 and one subsequent displacement. The Employer is not required to offer retirement allowances in accordance with this provision on any subsequent displacement. For clarity the offer shall follow the displaced Employee to a maximum of two displacements.

iv) The number of early retirements the Employer approves will not exceed the number of employees who would otherwise be laid off.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

(b) Where an employee has received individual notice of long term layoff under Article 11 such employee may resign and receive a separation allowance as follows:

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.

11.03 Where the Employer moves a position from one program to another within a branch that does not result in a reduction of bargaining unit positions within the branch, such moves will not be considered a layoff. For clarity, the physical seven branches and the multiple hospital sites, are deemed to be independent branches for the purposes of this clause. The programs are defined as Community, Point of Access, Extended Hours, Placement, and Clinical.

In the event of a proposed movement of a position from one program to another within a branch of a permanent or long-term nature the Employer shall:

- i) provide the Union with no less than three (3) months written notice of the proposed movement of a position to another program; and
- ii) provide to the affected employee(s), if any, no less than two (2) months written notice of movement of the position to another program.

An employee who has been notified of the movement of a position from one program to another may:

- (a) accept the movement of their position from one program to another and select available positions and initial assignments based on seniority; or
- (b) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
- (c) displace another employee in any classification of the same status who has lesser bargaining unit seniority and who is the least senior employee in a program in the branch whose work the employee subject to layoff is qualified to perform.

## **ARTICLE 12 – EMPLOYEE FILES**

12.01 Any letter of reprimand or suspension will be removed from the record of an employee twelve (12) months following the receipt of such letter or suspension provided that such employee's record has been discipline free for such twelve (12) month period.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods noted above.

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

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

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

## **ARTICLE 13 – LEAVES OF ABSENCE**

13.01 (a) Union Leave

Leave of absence without pay shall be granted to employees selected by the Union to attend Union conventions or conferences,

or Union business, provided that the leave does not unduly interfere with the operations of the Employer.

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings and to any employee elected to the position of Local Co-ordinator. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the daily rate of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee except for Provincial Committee meetings which will be reimbursed by the Union. The Employer 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. Leave requests shall be subject to the operational needs of the Employer.

Such request is to be made fourteen (14) calendar days in advance, where practicable, in writing by the Union. Such leave will not be unreasonably denied. Where it is normal practice, the Employer will endeavour to replace any employee who is on leave for Union business by another employee covered by the Collective Agreement. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the salary of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(b) Leave for 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 a leave of absence without pay as she or he may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the salary and applicable benefits (or percentage in lieu of benefits) of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(c) Leaves for ONA President

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses'

Association. Notwithstanding Article 13.14, 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 (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

(d) ONA Provincial Committee

An employee who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfil the duties of his/her position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this agreement. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(e) Professional Leave

Professional leave with pay up to eight (8) days annually will be granted to employees who are elected to a regulatory College to attend regularly scheduled meetings of the regulatory College.

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service, upon application in writing by the Union to the employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 9.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former

position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.02 Personal Leave

The Employer may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice, in writing, subject to the operational requirements of the employer. Employees when applying for such leave shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such requests will not be unreasonably denied.

Requests for unpaid individual leave of absence days may only be considered after comp or lieu time has been utilized.

13.03 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee, he/she shall be granted not more than five (5) working days, not to exceed seven (7) calendar days, leave of absence with pay. One of the days of leave shall include the day of the funeral or equivalent service. In the case of the death of a spouse or child, two (2) additional days leave with pay will be granted. The employee will be entitled to save one day of the bereavement leave where service or internment is scheduled at a later date.
- (b) Where additional leave is required; for example, cultural reasons, such leave may be granted at the discretion of the Manager, or designate. Such requests will not be unreasonably denied.
- (c) For the purposes of this Article, immediate family is defined as: parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, grandparents of the spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, of an employee.
- (d) For the purposes of this Article, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or his/her family.
- (e) In the case of the death of an employee's or the employee's spouse's aunt, uncle, niece or nephew up to one (1) day leave of absence without loss of pay will be granted. The day will include the funeral or equivalent service.
- (f) Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

(g) Where it is necessary, because of distance, the employee may apply for personal leave of absence, without pay, in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

13.04 Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA for up to eight (8) weeks within a twenty-eight (28) period within a fifty-two (52) week period.

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and both the employer and employee will continue to pay their respective shares of the benefit and pension premiums in which the employee is participating during the leave.

The employee shall be reinstated to her or his former position or a comparable position if the former position no longer exists.

13.05 Pregnancy and Parental Leave

(a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

(b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

(d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of up to sixty-one (61) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.

(e) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant

provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to sixty-one (61) weeks in duration {sixty-three (63) weeks when pregnancy leave is not taken}.

- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the 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.
- (g) The employee shall give the Employer two (2) weeks written notice of the date the Parental leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits 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.

Where an employee elects to receive parental benefits pursuant to Section 12(3) (b)(ii) of the Employment Insurance Act, the amount of

any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

- (i) Pregnant employees may request to be temporarily accommodated from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary accommodation is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

13.06

Jury Duty, Court Attendance and Tribunal Hearings

- (a) An employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall, as soon as possible, notify his/her immediate Manager.
- (b) An employee required to serve on jury duty or spend time attending a tribunal under subpoena or for a case in which the Crown is a party or as a witness at an inquest, or as a witness in a case arising out of her/his employment, or as a witness at a hearing of a Regulatory College of Ontario shall be granted leave and paid pursuant to (d) below.

It is understood that such employee will furnish to his/her immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received.

In addition, the employee will pay to the Employer the amount of any remuneration other than mileage and meal allowances.

- (c) Where the Employer requires an employee to attend any meetings with the Employer in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavor to schedule such meetings 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.
- (d) An employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she is not required to attend as above provided that it is longer than half (½) the schedule shift.

- (e) In the event that an employee is scheduled to start work on or after 1500 hours, she shall not be required to attend jury duty and then report for duty the same day.
- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, she shall not be required to attend work any shift commencing on or after 2300 hours later that day.

13.07 Educational Leave

The parties acknowledge that the responsibility for professional development, as it relates to the work of the LHIN, is shared between the employee and the Employer.

- (a) The Employer may, at its discretion, grant unpaid educational leave to any employee who wishes to enroll in a post graduate, diploma, certificate or degree course of study relevant to the profession.
- (b) A full-time or regular part-time employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which employees are enrolled to upgrade their qualifications as it relates to their employment.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars related to the employee's employment at the LHIN may be granted at the discretion of the Employer upon written application by the employee. It is understood that any educational seminar for which an employee requests reimbursement for course fees, materials, meals, transportation and accommodation expenses may be reimbursable when approval is authorized beforehand by the Employer.
- (d) When an employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.

13.08 Military Leave

An employee will be granted unpaid Military Leave in accordance with the *Employment Standards Act*. The employee will give as much notice as is

reasonably possible and will provide a copy of the Military Notice when received.

Subject to operational requirements, an employee may be granted unpaid leave without loss of service or seniority to meet obligations pertaining to the Canadian Military Reserve for leaves not covered by the *Employment Standards Act, Reservist Leave*.

13.09 Secondments

An employee who is seconded from the Employer to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector may be granted a leave of absence for a period of up to three (3) years. Notwithstanding Article 13.14 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the employee is seconded, the employee's salary and applicable benefits shall be maintained by the Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the employee is seconded. The employee agrees to notify the Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return.

The Employer will inform the union in writing of such secondment arrangements.

An employee who is seconded to a non-health care Employer or any other Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment.

Notwithstanding Article 9, the parties also agree that the Employer may allow an employee from another Employer to be seconded to the access centre for a period not greater than one (1) year. It is understood that this employee remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded employee is not covered by an ONA collective agreement, the Employer will ensure that the Union receives the equivalent of the dues remittance for all such workers.

13.10 Pre-Paid Leave

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Vice President or designate 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. An employee must complete one (1) year of service before making application.
- (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 Employer.
- (d) Written applications will be reviewed by the Vice President 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 Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (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 Hospitals 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 Vice President or designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the

employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.10 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 Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### 13.11 Paid Personal Leaves of Absence

An employee may be granted a leave of absence with pay and without loss of seniority or service of up to one (1) day for the employee's attendance at Canadian Citizenship Court to take an oath of citizenship provided that the employee provides verification of the occurrence of the event upon request by her/his immediate Manager. This leave is only available to regular full-time and regular part-time staff.

#### 13.12 Leave for Medical Appointments

Planned absences for an employee's personal medical, dental and other professional appointments may be taken as vacation time off, in lieu of overtime, flex time or as an approved leave with or without pay. Such absences must be approved in advance of the time required; approval will

not be unreasonably denied. It being understood that every effort will be made to schedule such appointments so that they do not conflict with working hours.

13.13 Reinstatement

An employee returning to work on the expiration of the personal leave of absence provided herein shall be reinstated to the program occupied in their branch prior to the commencement of the leave.

13.14 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the Group Insurance Benefits for eligible employees for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that she/he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence to a maximum period of eighteen (18) months, except as modified by (a), subject to approval of the benefit carrier.
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance Benefit plans for employees who are on paid leave of absence, paid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the *Employment Standards Act*. It is understood that the obligation of the employer to pay its share of the Group Insurance Benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.

- (g) It is understood that an employee who chooses to continue Group Insurance Benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

The Union and the Employer agree to abide by the *Human Rights Code*.

## **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

- 14.01 All employees shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:
  - (a) An orientation program;
  - (b) Staff education program for all employees including part-time employees;
  - (c) An employee shall suffer no loss of regular pay by reason of his/her participation in such programs;
  - (d) The above programs shall be offered as frequently as possible.
  - (e) Where a mandatory in-service is scheduled during an employee's working hours he/she shall attend it. If a mandatory in-service is scheduled outside of an employee's working hours, he/she shall be required to attend the in-service at a time he/she is not otherwise scheduled to work (unless otherwise notified), and shall be paid at his/her regular straight time hourly rate for two (2) hours or for time actually spent at the in-service session whichever is greater.
- 14.02 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer 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.
- 14.03 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employee within the bargaining unit.

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11 will apply.

14.04 The Peer Feedback Process of the Quality Assurance Program Required by Professional Colleges.

The above referenced Peer Feedback is confidential information which the employee may be required to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 12.02.

14.05 An 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 exams arising out of the Quality Assurance Program required by Professional Colleges of Ontario.

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

## **ARTICLE 15 – PAID HOLIDAYS**

15.01 The following will be recognized as paid holidays under this Agreement:

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 <sup>st</sup> )	2 individual float days

and, any other day proclaimed as a public holiday by the Government of Canada, or Ontario.

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 Employer 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 Employer;
- (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 for full-time employees 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 day's work.

15.04 An employee who is required to work on any of the above holidays shall be paid at the rate of time and one half (1½ ) of his/her regular straight time hourly rate of pay. In addition, a full-time employee shall receive a paid day off in lieu of such holiday. Such lieu day shall be scheduled at a mutually agreeable time between the employee and his/her supervisor.

15.05 A paid holiday occurring while an employee is on vacation or sick leave with pay shall not be deducted from the employee's vacation entitlement or sick leave plan, provided such holiday falls within thirty (30) calendar days of the commencement of such illness.

15.06 Where a paid holiday is recognized on a day other than the calendar day on which it falls, the day designated by the Employer shall be the calculation day for payroll purposes. Dates on which paid holidays are to be observed will be designated prior to the commencement of the year.

Notwithstanding the above paragraph, an employee that is scheduled to work on the actual calendar date of a paid holiday will observe the holiday on the actual calendar date on which the paid holiday falls and not the rotation, the premiums payable in clause 15.06 will be paid for the actual calendar date of the holiday and not the date recognized by the Employer. For those staff working a 7-day rotation, the premiums payable in clause 15.06 will be paid for the actual calendar date of the holiday and not the date recognized by the Employer.

15.07 The float holidays shall be scheduled at a mutually agreeable time between the employee and his/her supervisor. The float holidays must be taken as time off during the calendar year. No carry-over or cash-out of unused float holidays will be permitted. Float holidays will not be paid out if not taken at the time of termination of employment.

## **ARTICLE 16 – VACATIONS**

### **16.01 Regular Full-Time Employees**

Upon commencement of employment, full-time employees shall be entitled to .77 days of paid vacation per bi-weekly period of employment.

After 12 years of uninterrupted service, full-time employees shall be entitled to .96 days of paid vacation per bi-weekly period of employment.

After 19 years of uninterrupted service, full-time employees shall be entitled to 1.15 days of paid vacation per bi-weekly period of employment.

After 28 years of uninterrupted service, full-time employees shall be entitled to 1.34 days of paid vacation per bi-weekly period of employment.

An employee's anniversary date of hire shall be used to determine the date upon which the employee's increased vacation entitlement occurs.

Vacation entitlement will be calculated and shown on each bi-weekly pay advice slip.

Employees shall not accumulate vacation leave credits in excess of thirty (30) working days at any time except under exceptional or unusual circumstances and approved by the Employer.

### **Regular Part-Time Employees**

Part-time employees shall receive vacation pay equivalent to a percentage of earnings as outlined below. This payment shall be made on each bi-weekly pay.

<u>Total Hours</u>	<u>% Calculator</u>	<u>Time Off Eligibility</u>
18,000 Hours or Less	8% Vacation Pay	4 Weeks
18,001 to 30,000	10% Vacation Pay	5 Weeks
30,001 to 42,000	12% Vacation Pay	6 Weeks
42,001 or more	14% Vacation Pay	7 Weeks

Earnings mean money received from the Employer in respect of hours actually paid, but does not include vacation pay, holiday pay, premiums or percentage in lieu of benefits.

Vacation time accrued will be calculated and shown on each bi-weekly pay advice slip.

### **Casual Employees**

Casual employees shall be entitled to vacation pay based on the percentage calculator and percentage of earnings as defined for part-time employees. Vacation pay shall be made on each bi-weekly pay.

### Temporary Employees

Temporary employees shall receive vacation pay equivalent to 8% of earnings as defined for part-time employees. Vacation pay shall be made on each bi-weekly pay.

16.02 A full-time employee who is absent in excess of twenty (20) working days without pay (STD and EI sick are considered paid time) during any vacation year shall receive vacation with pay equal to eight (8) percent of gross earning or ten (10) or twelve (12) percent of fourteen (14) percent if service qualifies. The vacation year for purposes of this calculation will be the calendar year.

16.03 Vacation schedules are subject to the approval of the appropriate Program Director or designate. The vacation schedules must meet the operational needs of the Employer; however, such schedules will not be unreasonably restrictive.

16.04 The vacation year will be defined as April 1 to March 31. Requests for time-off shall be submitted by February 1 for the following April to March period on the ONA Vacation Planning Calendar(s) and in Quadrant Self Service. An employee will be advised of approved vacation by February 24th. Any vacation requests made after the February 1<sup>st</sup> date will be held in abeyance until the Manager has provided responses to those who submitted by the February 1<sup>st</sup> deadline. Requests made after February 1<sup>st</sup> will be approved on a first come first serve basis no later than February 28<sup>th</sup>.

All additional vacation requests made throughout the remainder of the year will be approved on a first come first serve basis and will be responded to within seven (7) working days.

### Peak Periods

There are four (4) peak vacation periods: March Break; July 1 – September 15; December 20 – December 26; December 27 – January 3.

The following provisions are intended for staff to plan their annual vacation entitlement. The employer will provide the employees with a tool for team vacation planning by December 1. The employee shall submit request by February 1 in Quadrant Self Service.

Requests will be granted based on seniority for the periods of July 1 to September 15 and non-peak periods.

Vacation requests that are made after the deadline date will be approved on a first come first served basis if time is available and operational requirements are met.

Vacation requests for the period of March break will be granted by first looking at who had the vacation time off in the previous year(s) and then rotating through the team.

An employee may submit a maximum of three (3) weeks (blocks), two (2) of which may be consecutive weeks (blocks) and a third individual week (block) of vacation during the peak time period of July 1 to September 15.

Employees shall submit peak period requests for time off for only one period (block), December 20 to 26 or December 27 to Jan 3, and will be granted on a rotational basis annually. After this, any disputes will be decided by seniority. Requests for both periods (block) will only be considered on an exceptional basis, permitting there are no other employee(s) on the team who have requested the time off, operational requirements are met, and the employee has to have the accrued vacation time. If additional period is approved then the first week (block) will be considered for rotation for the following year.

For clarification purposes, employees can take individual days December 20- December 26 or December 27- January 3.

For clarity, there is no inter-rotation based on seniority within each of the above-noted periods.

- (a) For the period July 1 to September 15, the minimum request is a block of seven (7) calendar days beginning on a Saturday and the maximum request is three weeks (blocks) of which two weeks can be Consecutive or as individual three weeks (blocks). It is understood and agreed that any vacation cancellation requests received for this period after the approvals have been provided, are to be submitted as cancellations in the same blocks of seven (7) days.
- (b) Requests for individual days during the periods of July 1 to September 15 will be considered after all priority requests for blocks of seven (7) days have been granted providing the operational needs have been met.
- (c) Granting of individual days will not be unreasonably denied providing operational needs are met during July 1 – September 15.
- (d) Requests for single vacation days, or partial weeks, in all other peak periods, will be counted as full week (block) during the peak periods.

16.05 Upon termination of employment an employee shall be paid their unpaid vacation entitlement.

16.06 With the approval of his or her Manager, in extenuating circumstances, a regular full-time employee may be granted up to thirty-five (35) hours in paid

vacation time which has not been accrued. Should the employee terminate his or her employment prior to such paid vacation time being accrued, the difference between the paid vacation time taken and the paid vacation time accrued will be reimbursed to the Employer and deducted from any final monies owing.

16.07 The Employer shall notify the Union in writing of the vacation staffing ratios by December 1 of each year for the February vacation request. The Employer will notify the Union of any changes to the ratios as such changes occur throughout the year.

16.08 Vacations – Interruption

(a) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## ARTICLE 17 – HOURS OF WORK

17.01 The normal hours of work shall be seven (7) consecutive hours between the hours of 0800 and 2200, exclusive of an unpaid one (1) hour meal break.

Should it become necessary to establish new shifts or alter shifts outside of the normal hours of work, the Employer will do so only after negotiation and confirmation in writing with the Union.

The parties shall work cooperatively when reaching agreement on the necessary amendments resulting from a change in hours of operation, taking into consideration grandparenting existing employees.

All employees are entitled to a paid rest period of fifteen (15) minutes duration for every three and one-half hours (3 ½) of work.

17.02 Overtime is defined as work that is authorized and agreed to in excess of seven (7) hours per day or thirty-five (35) hours per week. Overtime will be compensated at the rate of one and one-half (1½) times the regular straight time hourly rate. An employee who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. Overtime may be taken as pay or as time in lieu at the employee's request. Any time off must be scheduled by mutual agreement.

17.03 For full time employees who normally work a thirty-five (35) hour, Monday to Friday schedule, all time worked on Saturday, Sunday, a paid holiday, or

during an employee's vacation shall be compensated at the rate of one and one half (1½) times his/her hourly rate or equivalent time off.

17.04 An employee who is required to remain available for duty on call outside her or his regularly scheduled working hours shall receive on call pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of on call scheduled by the Employer, effective April 15, 2017. Where such on call duty falls on a paid holiday, the employee shall receive on call pay in the amount of four dollars and thirty-five cents (\$4.35) per hour. On call pay shall, however, cease where the employee is called in to work under Article 17.05 below and works during the period of on call.

17.05 Where an employee has completed her or his regularly scheduled shift and left the Employer and is called in to work outside her or his regularly scheduled working hours, or where an employee is called back from on call, such employee shall receive time and one-half (1 1/2) 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 (1 1/2) 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 (1 1/2) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

Where an employee is called back to work and it is not necessary to attend outside their home to complete the necessary work the employee shall be paid a minimum of one (1) hours pay at time and one-half (1 1/2) her or his regular straight time hourly rate, in the event the work takes longer than one (1) hour the employee will be compensated one-half (1/2) hours pay at time and one-half (1 1/2) her or his regular straight time hourly rate for each one half (1/2) hour or portion thereof.

An employee shall be paid the call back/call in rate effective upon receiving the call. Subsequent calls within an hour of receiving an initial call shall be considered a continuation of the initial call.

All call back/call in compensation may be taken as pay or comp/OT at the employee's request. Any time off must be scheduled by mutual agreement.

Comp/OT will not accumulate over 21 hours at which point further hours will be taken as pay.

17.06 An employee who is called in or reports for work as scheduled, where there is no work available, and or accepts a request to work on a scheduled day off, shall receive a minimum of four (4) hours pay, it being understood that such employee may be assigned to work elsewhere in the LHIN during such four (4) hour period. Such reassignment will be within reasonable proximity of the employee's office.

17.07 An employee required to work two (2) hours overtime or more immediately prior to or following the normal shift shall be provided a meal allowance of \$5.00.

17.08 Scheduling Provisions

- (a) Work schedules covering an eight (8) week period will be posted at least four (4) weeks in advance that includes known absences.
- (b) Employees shall receive a minimum of twelve (12) hours off between shifts.
- (c) There shall be no split shifts.
- (d) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least two (2) weeks prior to the posting of the schedules. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.
- (e) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval by the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable.
- (f) No employee will be scheduled to work both Christmas and New Years' holidays unless requested by the employee.
- (g) For programs/areas that are required to be staffed on paid holidays the Employer will first ask for volunteers amongst staff to work. Selection will be based on program/area, training and seniority. Should not enough staff volunteer to work, the Employer will schedule regular full-time and regular part-time and fluctuating part-time staff to work by program/area and training in reverse order of seniority on a rotating basis.
- (h) Fluctuating part time must provide a commitment to be available; for 0.6 FTE, to work the hours of operation, every second weekend (if necessary), fifty per cent of statutory holidays, to work either Christmas or New Year alternating years, with no guarantee of hours.
- (i) Casual employees in a branch will be offered shifts based on availability, program/area, and training.
- (j) It shall be the responsibility of the employee to consult posted work schedules. The Employer will 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. After the schedule has been posted the fluctuating part-

time employees will have no obligations to availability except as scheduled.

17.09 Extended Hours (For Regular Shifts beyond seven (7) hours in length)

The parties agree to the following scheduling guidelines:

- a) Full time staff will be scheduled for not more than two weekends out of four unless the employee agrees to be scheduled for more.
- b) Not less than twelve (12) hours off shall be scheduled between shifts.
- c) Full time staff will have a minimum of eight (8) days off in any four (4) week cycle.
- d) Full time employees hired specifically for extended hours or employees who are successful applicants for extended hours full time positions are entitled to be paid a shift premium as per Article 18.09. The premium of time and one half for weekend work shall not apply to these employees for regularly scheduled Saturday or Sunday work.
- e) Employees working in extended hours positions may work up to twelve (12) hours in a day at straight time and may work more than thirty-five (35) hours at regular rates in a seven (7) day period but no more than seventy (70) hours in a two (2) week pay period. Hours worked beyond seventy (70) hours in a two (2) week pay period are at overtime rates.
- f) In every two (2) week scheduling period, the Employer will pre-schedule one (1) additional hour to one (1) shift to ensure each full-time employee works seventy (70) hours biweekly.
- g) An employee shall not be required to work more than forty (40) hours in a four (4) day period.
- h) Vacation shall be accounted for in hours with thirty-five (35) vacation hours being the equivalent of one (1) week of vacation entitlement.
- i) Breaks shall be as follows based on the length of shift:
  - (i) For a shift covering 12 consecutive hours e.g. 8:30 a.m. to 8:30 p.m.
    - Actual working hours 11
    - Two meal breaks of 30 minutes each – unpaid
    - Three breaks of 15 minutes each – paid
  - (ii) For a shift covering 11 consecutive hours e.g. 10:30 a.m. to

9:30 p.m.

Actual working hours 10

Two meal breaks of 30 minutes each – unpaid

Two breaks of 15 minutes each – paid

(iii) For a shift covering 10 consecutive hours e.g. 12:00 noon to 10:00 p.m.

Actual working hours 9

One 60 minute break – unpaid

Two 15 minute breaks - paid

Extended hours staff will be paid for actual time worked at their normal hourly rate.

The parties agree that where operational requirements allow and is mutually agreed between the employer and employee, the two meal breaks of 30 minutes each may be combined to one 60 minutes meal break.

17.10 Nothing in this agreement shall allow for any pyramiding of premium pay provisions.

17.11 An employee may, on occasion, alter his/her normal daily scheduled hours on approval from the manager. The manager may request an employee to flex his/her daily hours. Such alteration of hours worked shall not constitute an overtime situation or become permanent.

## **ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES**

18.01 Those employees who are required to use their automobile to perform their duties for the Employer shall be reimbursed at the rate of fifty-three cents (\$0.53) for each km driven.

18.02 Employees receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00) inclusive coverage and shall file a certificate of such insurance coverage with the Employer.

18.03 Where an employee in the course of his/her employment travels from his/her residence to a destination which is not his/her base office as a first business-related visit or meeting, the employee shall claim as reimbursement the kilometre difference between the employee's residence to the visit site/meeting location and the employee's residence to his/her base office only where such difference is greater than the employee's normal home to work travel. The same shall apply to the return trip. Where doing site visits during the day, mileage will be calculated from site to site.

18.04 Where an employee is required to travel between offices of the Employer or travel to off-site meetings or home visits and the employee commences and ends his/her work day at his/her base office, the employee shall be reimbursed for all business related travel from their base office to the other business related locations and back. In the event the employee incurs additional parking expenses for this travel these expenses shall be reimbursed.

18.05 All kilometres are based on the shortest route. Alternate routes may be driven but the additional kilometres will not be compensated.

18.06 The cost of public transportation as required by an employee in performing his/her duties will be reimbursed by the Employer.

18.07 Travel time will be compensated for the difference in time between the employee's normal home – work travel and the travel to and from the remote location. Such compensation shall be at regular rates for hours falling outside the employee's normal shift.

18.08 The Employer agrees to provide paid parking for staff required to park at hospitals or other locations as part of their duties.

18.09 (a) Effective December 16, 2023 an employee who works a shift which begins after 1200 (noon) or works a night shift, shall receive a shift premium of two dollars (\$2.00) for each hour worked on that shift.

(b) Effective December 16, 2023 employees working a weekend shift, being defined as all hours between 2200 hour Friday and 0800 hours Monday, shall receive a weekend premium of two dollars and thirty cents (\$2.30) per hour for all weekend hours worked.

(c) Hours of Work: Article 17- sub 17.10 will apply to (a) or (b) above, whichever is the higher amount.

## **ARTICLE 19 – PENSION AND BENEFITS**

19.01 The Employer will provide an Extended Health Insurance Plan as follows:

<u>Life Insurance</u>	
Amount	2x annual earnings
Max	\$200,000
Premium Taxable	100% Employer
Termination	70 or retirement
<u>Basic AD&amp;D</u>	
Amount	2x annual earnings
Max	\$200,000

<u>Premium Taxable</u>	100% Employer
Termination	70 or retirement
<u>Optional Life</u>	
Unit size	\$10,000
Max	\$500,000
Proof of good health	Required
Premium	100% Employee
Termination	earlier of age 70 or retirement
<u>Spousal Optional Life</u>	
Unit size	\$10,000
Max	\$100,000
Proof of good health	Required
Premium	100% Employee
Termination	earlier of spouse's 70th or employee's retirement
<u>EHC</u>	
Overall Deductible:	None
Premium	80% Employer 20% Employee
Reimbursement	100%
Termination	retirement
<u>Hospital Accommodation</u>	
Rehab hospital immediately after inpatient in hospital	120 days/calender year
<u>Drugs &amp; Medicines</u>	
Drug Dispensing Fee	\$8.50/prescription
Smoking Cessation Aids	No
Vitamins, vitamin/ mineral preparations, food supplements;	No
Fertility drugs;	No
Contraceptives (other than oral).	No
<u>Hearing Aids</u>	
hearing aid, repairs, initial batteries	\$500/60 months \$500/36 months
hearing tests	Yes
Replacement batteries	Yes
<u>Vision Care</u>	
eyeglass frames and corrective lenses, contact lenses, and repairs to frames & corrective lenses	\$450/24 months * (effective January 1, 2024)
Eye Exam	\$54/24 months
Eyeglasses and contact lenses needed due to a surgical	\$150/person/lifetime

procedure or the surgical treatment of keratoconus	
<u>Nursing Care &amp; Services (RN)</u>	
Limit	\$35,000/person/lifetime
<u>Practitioner Services</u>	\$500/calender year
Physiotherapist/ Certified Athletic Therapist/ Occupational Therapist	
Clinical Psychologist/ Registered Psychotherapist /Social Work (MSW)	\$1,200 combined total/calender year (effective January 1, 2024)
Marriage and Family Therapist	\$300/calender year
Massage Therapist	\$400/calender year with physician or nurse practitioner referral
Speech Pathologist/Therapist	\$300/calender year
Speech Aids	\$500 lifetime
Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath	\$300 each paramedical per year
x-rays	Yes
<u>Prosthetic Appliances</u>	
Braces, splints, trusses, casts, cervical collars	one brace/body part per 24 consecutive months
surgical brassieres, after mastectomy	6/person/calender year
Stump socks	9/person/calender year
Stump sheaths	6/person/calender year
Surgical elastic stockings with a mean compression value of 25mmHg or higher	6/person/calender year
Wigs, after radiation or chemotherapy	\$500/person/lifetime
Intra-ocular lens implants, contact lenses or cataract eyeglasses as a substitute for natural lens/lenses after cataract surgery or when the person lacks an organic lens	\$300/lifetime
Custom-moulded orthopaedic boots or shoes made from a positive cast	All orthopaedic boots, shoes, orthotics and modifications
Custom-moulded orthotics fabricated using raw material	combined \$550 max/calender year
<u>Travel</u>	
Benefit Maximum	\$1,000,000 per calendar year
Trip Duration	60 days per trip

Out of Canada Referral	\$50,000/person/calendar year
Termination	retirement

The Employer will provide a Dental Insurance Plan as follows:

<u>Dental</u>	
<u>Max</u>	
Basic	Basic & Major Combined \$2500 per person/calendar year
Major	
Orthodontic	\$1,750 lifetime for dependents age 18 and under
Premium	80% Employer 20% Employee
Deductible	None
<u>Reimbursement</u>	
Basic	100%
Major	co pay 50% Employer/50% Employee
Endodontic	100%
Orthodontic	co pay 50% Employer/50% Employee
Fee Guide	Current less 1 year ODA Fee Guide of General Practitioners
Termination	retirement
<u>Examinations</u>	
Complete oral	once every 3 years
Recall oral	once every 9 months
Specific oral	No
Emergency	No

19.02 The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP plan). Enrollment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that Plan.

19.03 The Employer may substitute another carrier for any of the foregoing plans provided that the levels of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

## **ARTICLE 20 – SICK LEAVE AND LTD**

20.01 Sick leave means a period of time an employee is absent from work by virtue of being sick or disabled.

20.02 Sick leave for regular full-time employees shall be paid from the first [1st] day [day one (1)] of disability for up to seventeen (17) weeks for every unrelated sickness provided there is a return to active work for one (1) complete calendar month as set out below:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>70% SALARY</u>
4 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
over 9 years	17 weeks	0 weeks

20.03 An employee absent from work due to illness shall, at the request of the Employer, provide a medical note to the Employer from the employee's physician (which may include dentist). Such note shall contain sufficient information to verify the legitimacy of the absence. Such note shall be filed with the Human Resources Department. The Employer shall administer this clause in a reasonable manner.

The Employer will reimburse to the employee the cost of such note where it has been requested as a result of the application of the Employer's policies with respect to sick leave.

20.04 The Employer, or designate acting on behalf of the Employer, shall have the right, at any time, to require that an employee who is absent on account of illness, be examined and reported upon by the employee's legally qualified attending physician. Such information shall detail the nature of the illness, any work-related restrictions, a prognosis and any other medical information deemed necessary to access and manage the employee's absence from work. The employee agrees to cooperate with the Employer with respect to obtaining the necessary information.

When the Employer requests that an employee submit medical

documentation, the cost for the completion of the report will be paid by the Employer provided the employee submits a paid receipt within seven (7) working days.

20.05 It is agreed that whenever an employee shall recover from a third party (save and except any self insured benefits) any amount claimed for loss of wages or sick leave in accordance with 20.01 and 20.02 above, she/he shall repay to the Employer forthwith the equivalent amount of any sick leave which may have been deducted, shall be restored to such employee. It is understood that this article constitutes a written authorization within the meaning of Section 13(3) of the *Employment Standards Act* and provides a formula for determining the specific amount that may be subject of the authorization within the meaning of Section 13(5) (a) of the *Employment Standards Act*.

20.06 Short term sick leave may be substituted for planned vacation when an employee's vacation has been interrupted due to a serious illness/accident of more than three days verified by a medical certificate, immediately prior to and/or during an employee's vacation; subject to satisfactory proof of illness such as an attending physician's report. It is responsibility of the employee to notify the employer of changes to approved vacation while on a medical leave.

20.07 Any dispute over the payment of benefits with respect to sick leave, LTD, or the benefits outlined in Article 19, is between the employee and the third party insurer where such third party insurer exists. It is understood and agreed that such programs are subject to the terms and conditions of any governing master policy or statutory requirement.

20.08 The employee will make a claim for sick leave coverage under the Employment Insurance program for the period of time between the expiry of short term disability coverage and the commencement of long term disability coverage.

20.09 Long Term Disability  
The Employer shall pay the full cost of LTD premiums for each full time member covered by this agreement.  
Long Term Disability coverage will commence on the 180<sup>th</sup> day of disability and will be paid at the rate of 66.67% of the employee's regular rate of pay. The maximum amount payable is \$4,500.00 per month.

20.10 An employee who is absent from work as a result of a compensable illness and injury under the *Workplace Health and Safety Insurance Act* and who is awaiting receipt of WSIB benefits can request payment pursuant to the sick leave plan and such payments will be reimbursed to the Employer once the Employee is in receipt of WSIB benefits. An Employee will execute any and all documentation necessary to give effect to this provision and ensure repayment to the Employer.

20.11

### Early and Safe Return to Work

The Employer and the Union are committed to a consistent, fair, approach to meeting the needs of injured employees or employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.

- (a) An employee who is ready to return to work will provide the Manager, Workplace Health or designate with medical verification of their ability to return to work, including specific information regarding any restrictions.
- (b) As soon as practical the Manager, Workplace Health or designate and the manager to whom the employee reports and the Union will meet with the returning employee to review and evaluate return to work plan.
- (c) In reviewing and evaluating a back to work plan, the parties will examine the employee's abilities and accommodation needs to determine if the employee can return to their:
  - i) original position
  - ii) original position with accommodation
  - iii) original program/branch
  - iv) original program/branch, position with modifications to the work area and/or equipment and/or the work arrangement; and
  - v) alternate positions outside the original program/branch.
- (d) The parties agree that to find suitable accommodation work they must balance additional factors, including in no particular order:
  - i) skills, ability and experience
  - ii) ability to acquire skills
  - iii) path of least disruption in the workplace
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workplace.

- (e) The Employer and the Union will monitor, with the employee, progress and duties as required until the employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate will be required in either case.
- (f) The Employer will provide an updated list of information to the Bargaining Unit President monthly including the following:
  - i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits, and
  - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked, and,
  - iii) Employees who require temporary or permanent accommodation in the workplace.
- (g) Before posting, the Employer's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disable employee who requires accommodation but cannot return to their home position.
- (h) All return to work arrangements will be in writing containing the details of the accommodation.
- (i) The Employer may refer the Employee to an independent medical professional under the following circumstances and after consultation with the Union.
  - I. There is a reason to question the legitimacy of the employee's request for medical accommodation or the adequacy of the information provided;
  - II. The employee's health care practitioner has not responded to reasonable requests for medical information;
  - III. The medical information provided is inconsistent, despite attempts made to clarify;
  - IV. The employee has not cooperated with reasonable requests.

The Employer will provide the Employee with the names of three (3) medical professionals of which one will be selected. The medical professional selected will provide an opinion as to the Employee's fitness to return to work and his/her abilities and limitations. The Employer shall pay all costs of the independent medical examination and the employee shall suffer no loss of earnings and be reimbursed for all reasonable related expenses incurred as a result of attending the examination.

## **ARTICLE 21 – JOB SHARING**

21.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis. Such requests will not be unreasonably denied.

21.02 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 two (2) employees and their manager.

21.03 Except where specifically noted, job sharers will be considered as part-time employees under the terms of the collective agreement.

21.04 The above schedule shall conform with the scheduling provisions of the Collective Agreement.

21.05 Each job sharer may exchange shifts with her or his partner with the prior approval of the manager.

21.06 The job sharers involved will have the right to determine which partner works on a scheduled paid holiday and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.

21.07 Job sharers are required to cover for each other for vacation, preplanned medical leaves and preplanned leaves of absence, except in situations where adequate staffing levels cannot be arranged.

21.08 Each job share will receive one-half of the vacation entitlement of a full time employee and will be in alignment with vacation article 16.04.

21.09 **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.

21.10 (a) An incumbent full-time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the basis of the criteria set out in the Collective Agreement.

(b) Where two full-time Employees wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

21.11 If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for

which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Agreement.

21.12 Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time in order to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

## **ARTICLE 22 – MISCELLANEOUS**

22.01 The Employer shall print sufficient copies of the agreement as soon as practicable after signing. The cost of printing the collective agreement will be shared equally by the Employer and the local Union.

22.02 Proof of Employment – Financial Disclosure

Upon request, the Employer will provide the employee, within fourteen (14) days, with a letter detailing her or his employment dates, length of service and position occupied with the Employer.

Proof of Employment – Recent Related Experience Disclosure

Upon request, the Employer will provide the employee, within thirty (30) calendar days, with a letter detailing her or his employment dates, length of service and position occupied with the Employer. In the case of part-time employees such experience shall be expressed as hours worked, if available.

22.03 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 the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.

It is understood and agreed that the provision of the above noted letter in no way obligates the employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable legislation or regulation.

22.04 If a Regulated Health Professional or Registered Social Worker is advised or notified that he/she is not a member in good standing with her College for non-payment of the annual fee, the employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his Registration has been reinstated, he/she shall be reinstated to her or his position effective upon

presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Employer will result in the employee being deemed to be no longer qualified and the employee shall be terminated with cause from the employ of the Employer unless there are extenuating circumstances beyond the control of the employee. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario Human Rights Code

22.05 A bulletin board will be made available for the sole use of the Union at each branch.

22.06 The Employer will pay the full cost of police checks for existing employees who require same. The Employer will pay the full cost of police checks for all employees who require an updated check. New employees must provide a police check on hire if such check is legislated for the program the new employee is assigned to.

22.07 Wherever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

22.08 Pay day shall be bi-weekly. Payroll will be issued by direct deposit. Pay stub information will be provided to each employee and will include the balance of vacation time and compensating time up to date subject to systems limitations and common data base. In the event an employee is on leave and is not expected to return to work within four (4) weeks of the pay date the pay stub shall be mailed to their home address.

22.09 Employees who are normally required to conduct out-of-office business for the Employer will be provided with an Employer paid cell phone. It is understood that such phone is for business purposes only.

Where an employee is not normally required to conduct out-of-office business, the Employer will provide a small pool of Employer paid cell phones at each branch.

22.10 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for clients and staff. 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:

Employees shall, subject to the following, be required to be vaccinated for influenza:

(a) The Employer recognizes that employees have the right to refuse any required vaccination.

(b) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital or community, 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.

(c) 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.

(d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

(e) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

Vice President, Human Resources, Organizational Development and Equity

22.11 The Employer agrees to provide a minimum of Five Million (\$5,000,000.00) per incident professional liability insurance at no cost to the employees who are employed as members of the Bargaining Unit.

22.12 The Employer agrees to provide and maintain WSIB coverage for all employees.

## **ARTICLE 23 – SALARIES AND CLASSIFICATION**

23.01 Salaries in present classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.

23.02 A claim for related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for experience will be retroactive to the employee's date of hire. The employee shall co-operate with the Employer by providing verification of previous experience so that her or his previous experience may be determined and evaluated, at the discretion of the Employer, during her or his probationary period. Having established the previous experience, the Employer will credit an employee with one (1) annual service increment for each year of recognized experience up to the maximum of the salary grid.

23.03 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The

Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Employer 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 Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed.

Any change in the rate established by the Employer 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.

23.04 Regular part-time and casual employees will be paid vacation pay in accordance with Article 16; 5.2% holiday pay; and, 5% pay in lieu of the benefits described in Articles 19 and 20. These payments will be calculated on regular wages (excluding vacation pay, holiday pay, overtime, premiums and percentage in lieu of benefits) and be paid on each pay.

## **ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

24.01 The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.

When meeting with the Manager, the employee(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

24.02 The following principles shall govern the resolution of issues:

- (a) The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest possible opportunity.
- (b) Circumstances arising more than six (6) months prior to the issue being raised with the employee's supervisor shall not be considered unless a pattern has been established.

It is understood that professional practice/workload issues do not constitute a difference between the parties as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement and, accordingly, are not subject to Article 8 (Grievance and Arbitration Procedure).

24.03 The following process shall be followed:

- (a) In the event that a professional practice or workload issue arises that affects an individual employee or a group of employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable

professional standards, the employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the employee(s) shall within five (5) workdays document their professional practice issue in writing (using the form set out in Appendix 2) and forward it to their Manager.

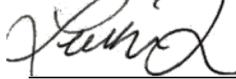
- (b) Within ten (10) workdays of receiving a form, a meeting to discuss the professional practice issue shall be held with the employee(s), a Union representative, the Manager, and the Senior Director, Patient Services and/or designates. Within five (5) workdays of the meeting, a written response shall be provided to the employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.
- (c) Failing resolution in (b) above and within five (5) workdays of the written response or no response in (b) above being provided to the employee, the Union shall forward the Form to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- (d) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the issues arising out of this provision.
- (e) Timelines outlined in the above article can be extended by mutual agreement of the parties.
- (f) In the event a satisfactory solution is not achieved the matter may be taken up as a grievance.

## **ARTICLE 25 – DURATION AND RETROACTIVITY**

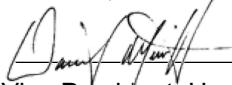
- 25.01 This Agreement shall continue in effect until March 31, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 25.02 Notice that amendments are required or that either party desires 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.

DATED AT Whitby, ONTARIO, THIS 12<sup>th</sup> DAY OF July, 2024.

FOR THE EMPLOYER:



Director, Human Resources & Labour Relations



Vice President, Human Resources, Organizational  
Development and Equity

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FOR THE UNION:



Labour Relations Officer



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**SCHEDULE “A”**

**SALARY SCHEDULE**

**Care Coordinator, Placement Coordinator, Rapid Response Nurse, Educator, Mental Health and Addictions Nurse, Telehome Care Clinicians, Care Connector, BSO Triage Clinician, Wound Resource Care Coordinator and Coordinator Professional Education – Self Management Program, GAIN Nurse Care Coordinator, HISH Nurse Care Coordinator, HISH BSO Nurse Care Coordinator, Centralized Diabetes Intake Care Coordinator, Mobile Emergency Diversion Nurse**

<b>Step</b>	<b>April 1, 2024</b>
Start	\$41.92
1 year	\$43.68
2 years	\$45.20
3 years	\$46.82
4 years	\$48.49
5 years	\$51.04
25 years	\$51.91

**Nurse Practitioner**

<b>Step</b>	<b>April 1, 2024</b>
Start	\$58.98
1 year	\$61.03
2 year	\$63.26
3 year	\$65.62
4 year	\$68.12
5 year	\$70.82
6 year	\$73.73

### Registered Practical Nurse

Step	April 1, 2024
Start	\$31.89
1 year	\$32.55
2 years	\$33.32
3 years	\$33.91
4 years	\$34.57
5 years	\$35.30

### MHAN RPNs

Step	April 1, 2024
Start	\$41.39
1 year	\$42.04
2 year	\$42.82
3 year	\$43.40
4 year	\$44.07
5 year	\$44.81

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

Each regular part-time and casual employee will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 9.01.

A regular part-time or casual employee whose status is altered to regular full-time in the same position will assume her or his same level on the grid. A regular full-time employee whose status is altered to regular part-time or casual in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.

A casual employee whose status is altered to regular part-time or regular full-time or vice versa in the same position will assume her or his same level on the grid. In addition, a

casual employee who is so transferred will be given credit for service accumulated since the date of last advancement.

## **APPENDIX 1**

## **O.N.A. GRIEVANCE FORM**

## **APPENDIX 2**

### **PROFESSIONAL RESPONSIBILITY REPORT FORM**

**ONTARIO NURSES' ASSOCIATION (ONA)**

**LOCAL HEALTH INTEGRATION NETWORK (LHIN)**

**PROFESSIONAL RESPONSIBILITY REPORT FORM**

#### **SECTION 1: GENERAL INFORMATION**

Name(s) Of Employee(s) Reporting: \_\_\_\_\_

Employer: \_\_\_\_\_ Site: \_\_\_\_\_

Team/Area/Program: \_\_\_\_\_

Date of Occurrence: [Click here to enter a date.](#) Start Time: \_\_\_\_\_ Duration Time: \_\_\_\_\_

Hours Worked: \_\_\_\_\_ On Call/Ext. Hrs. \_\_\_\_\_ Supervisor at time of Occurrence: \_\_\_\_\_

Date submitted [Click here to enter a date.](#) Time Submitted: \_\_\_\_\_

#### **SECTION 2: DETAILS OF OCCURRENCE**

Provide a concise summary of how the occurrence affected your practice/workload:

Check one:  Is this an isolated incident?  An ongoing problem?

Applicable Regulatory College: \_\_\_\_\_

Applicable Standards of Practice/Policies/Procedures: \_\_\_\_\_

#### **SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE**

<input type="checkbox"/> Change in Client Acuity. Provide details:	<input type="checkbox"/> Safety in Jeopardy. Please specify:
<input type="checkbox"/> Complex Family dynamics:	<input type="checkbox"/> Urgent/same day assessments:
<input type="checkbox"/> Clients assigned at time of occurrence:	<input type="checkbox"/> Lack of/malfunctioning equip/technology. Details:
<input type="checkbox"/> Non-Care Coordinator duties. Specify:	<input type="checkbox"/> Weather/Conditions
<input type="checkbox"/> # of new clients to be assessed:	<input type="checkbox"/> Travel/Distance
<input type="checkbox"/> Internal/external transition of service:	<input type="checkbox"/> Unanticipated Assignment/Uncontrolled variables: Pls. Specify:
<input type="checkbox"/> RAI assessments/CHRIS to be completed	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Please provide details about the working conditions at the time of occurrence by providing the following information, e.g. shortage of staff, number of visits, meetings/case conferences, education/in-service, presentations, mentoring:	

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply (if known):

Absence/Emergency Leave

Sick Call(s)

Vacancies

#### SECTION 4: REMEDY/SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/site/program?

Yes  No Date [Click here to enter a date.](#)

Provide details:

Was it resolved?

Yes Proceed to Section 8  No Proceed to (B) Date [Click here to enter a date.](#)

(B) Did you discuss the issue with a manager (or designate) immediately or on your next working day?

Yes  No Date [Click here to enter a date.](#)

Provide details – (include names)

Was isolated incident resolved?

Yes Proceed to Section 8  No Date [Click here to enter a date.](#)

If an ongoing problem, was the entire issue resolved?

Yes  No Date [Click here to enter a date.](#)

Were measures implemented to prevent re-occurrence?

Yes  No Date [Click here to enter a date.](#)

Provide details:

#### SECTION 5: INITIAL RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

<input type="checkbox"/> In-service	<input type="checkbox"/> Review Care Coordinator Staffing
<input type="checkbox"/> Change Physical layout	<input type="checkbox"/> Review Support staffing
<input type="checkbox"/> Caseload Review for acuity/activity	<input type="checkbox"/> Review Care Coordinator:Client ratio
<input type="checkbox"/> Orientation	<input type="checkbox"/> Review policies and procedures
<input type="checkbox"/> Part-time pool	<input type="checkbox"/> Perform Workload Audit
<input type="checkbox"/> Professional Standards	<input type="checkbox"/> Process Review
<input type="checkbox"/> Equipment/Technology: please specify:	
<input type="checkbox"/> Other: please specify:	

#### SECTION 6: EMPLOYEE SIGNATURES

I/We requested these concerns be forwarded to the Employer-Union Committee.

Signature:

Phone No:

Signature:

Phone No:

Signature:

Phone No:

Signature:

Phone No:

Date Submitted: [Click here to enter a date.](#)

Time:

**SECTION 7: MANAGEMENT COMMENTS**

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.

Management Signature:

Date: [Click here to enter a date.](#)

**SECTION 8: RESOLUTION/OUTCOME**

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

Date: [Click here to enter a date.](#)

Signatures:

**ONTARIO NURSES' ASSOCIATION (ONA)  
LOCAL HEALTH INTEGRATION NETWORK (LHIN)  
PROFESSIONAL RESPONSIBILITY REPORT FORM**

**GUIDELINES AND TIPS ON ITS USE**

The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner. The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest possible opportunity. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach. ONA may use this information for statistical purposes and noting trends across the province.

**THE FOLLOWING IS A SUMMARY OF THE PROBLEM-SOLVING PROCESS. PRIOR TO SUBMITTING THE PROFESSIONAL RESPONSIBILITY REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN YOUR PROFESSIONAL STANDARDS (e.g. CNO or other regulatory college(s)) AND/OR APPLICABLE COLLECTIVE AGREEMENTS.**

**STEPS IN PROBLEM SOLVING PROCESS**

1. **At the time the issue occurs**, discuss the matter within the Team/Site/Program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the employer (e.g. supervisor) who has responsibility for timely resolution of professional responsibility issues.
2. Failing resolution of the issue at the time of the occurrence, discuss the issue with your manager (or designate) on the manager's or designate's next working day.
3. If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a LHIN professional responsibility report form within the timeframes outlined in the Collective Agreement in Article 24.
4. The Employer-Union Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

**TIPS FOR COMPLETING THE FORM**

1. Review the form before completing it so you have an idea of what kind of information is required.
2. All dates required need to be in the following format: dd/mm/yyyy.
3. If using the electronic form, wherever the form requires descriptions, the grey field will expand as you type. Print legibly if using the hard copy of this form.
4. Use complete words as much as possible – avoid abbreviations.
5. Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
6. Identify the Professional Standards of practice/policies and procedures you feel you were unable to meet.
7. Do not, under any circumstances, identify clients.
8. Provide a copy to the employer.

## **APPENDIX 3**

### **MEMORANDUM OF SETTLEMENT – NURSE PRACTITIONERS**

The referenced Memorandum of Settlement (Dated January 28, 2014 ONA file number 201204447) and subsequent follow up correspondence between the parties contained provisions specific to the Nurse Practitioner classification that needs to be captured for historical reference. Those provisions are as outlined below. Where there is a conflict between the Collective Agreement and this Appendix the wording in the Appendix supersedes the Collective Agreement language. Where not noted the Collective Agreement language applies:

- (a) Conditions of employment as outlined in the Offer Letter of Employment will be honoured by the Employer for Poonam Sehgal.
- (b) The parties acknowledge that the responsibility for professional development is shared between the Nurse Practitioner and the Employer. In this regard, the Employer will endeavour to provide flexible work schedules to accommodate the NP's time off for educational requirements. Such requests require the approval of the employer.
- (c) Full-time Nurse Practitioners shall receive up to two-thousand (\$2000.00) per annum April 1 to March 31 towards ongoing professional development, education and training. Part-time Nurse Practitioners shall receive up to one-thousand (\$1000.00) per annum towards professional development, education and training. Funds do not carry over year to year.
- (d) A full-time or regular part-time Nurse Practitioner shall be entitled to leave of absence with pay from her or his regularly scheduled working hours for the purpose of taking examinations required in recognized courses in which a Nurse Practitioner is enrolled to enhance their nursing qualifications and skills as related to the employee's course of practice in their program.
- (e) The Nurse Practitioner agrees to notify the immediate manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.
- (f) Nurse Practitioners employed prior to January 1, 2015 shall have the option to remain in the Non-Union Benefit Plan. All Nurse Practitioners employed after January 1, 2015 shall be enrolled in the ONA benefit plan.

## LETTER OF UNDERSTANDING

Between:

**CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK**

And:

**ONTARIO NURSES' ASSOCIATION**

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**RE: Inclement Weather**

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From time to time, severe weather conditions may prompt changes in the hours of work. Should conditions warrant, the Chief Executive Officer (CEO) or designate may change the hours of work.

The employer will consider requests to allow employees to flex their hours of work or attend an office, other than their home branch, with management approval.

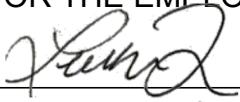
When the CEO or designate changes the regular hours of work due to inclement weather, employees affected will not be required to charge the time not worked to accumulated vacation or compensating time, nor will they be required to make up the time lost.

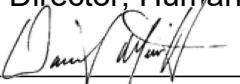
When employees are not at work due to illness, vacation or leave of absence when the hours of work are changed due to inclement weather, their total time away from work will remain charged as sick leave, vacation, or leave of absence.

If an employee requests time off work during regularly scheduled hours of work as a result of weather conditions, the time off must be charged against the employee's accumulated vacation or compensating time credits or the time may be deducted as leave of absence without pay unless the CEO or designate has changed the hours of work as noted above. Your Manager must approve any such absence.

DATED AT Whitby, ONTARIO, THIS 12<sup>th</sup> DAY OF July, 2024.

FOR THE EMPLOYER:

  
Director, Human Resources & Labour Relations

  
Vice President, Human Resources, Organizational Development and Equity

FOR THE UNION:

  
Labour Relations Officer

## LETTER OF UNDERSTANDING

Between:

**CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK**

And:

**ONTARIO NURSES' ASSOCIATION**

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**RE: Bargaining Unit President Leave from Regular Duties**

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The parties agree, on a without prejudice basis, to the following:

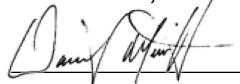
1. The Bargaining Unit President will be placed on leave from her case management duties up to three (3) days per week;
2. This time shall be mutually agreed upon between the Employer and President;
3. The Employer will schedule with the President all meetings the President is required to attend during this time;
4. The Employer will create and provide a voice mail box and an internet e-mail account for the local unions use, there will be no costs levied to the Union for this;
5. The Employer agrees that the Union will utilize the Employer's hardware (telephone, computer, internet, intranet, printer and consumables) as necessary while doing union business.
6. Other Union representatives may still be required to attend meetings with the Employer on these or different days and the collective agreement stipulates the terms and conditions of payment for these meetings;
7. The President may require additional time away from her normal duties to perform her Union duties and the collective agreement stipulates the terms and conditions of payment for such time;
8. The Employer agrees to keep the Bargaining Unit President's salary and benefits whole and bill the union for 50% of the cost;
9. The President will continue to accumulate service and seniority for this time;
10. Either party may terminate this Letter of Understanding by providing sixty (60) days' notice.
11. The Union agrees to provide the Employer as much notice as possible of a change in Bargaining Union President. Paragraphs #1 and #8 will be suspended in situations where less than thirty (30) days notice is provided.

DATED AT Whitby, ONTARIO, THIS 12<sup>th</sup> DAY OF July, 2024.

FOR THE EMPLOYER:



Director, Human Resources & Labour Relations



Vice President, Human Resources, Organizational  
Development and Equity

FOR THE UNION:



Labour Relations Officer



## LETTER OF UNDERSTANDING

Between:

**CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK**

And:

**ONTARIO NURSES' ASSOCIATION**

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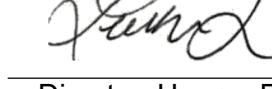
**RE: Program Director, Clinical Care Programs, Central East Palliative Clinical Lead, or any Nurse Practitioner in a Management Role**

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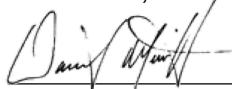
It is agreed that the Program Director - Clinical Care Programs, Central East Palliative Clinical Lead, or any Nurse Practitioner in a management role is required to perform direct clinical care to maintain his/her qualifications to practice as a Nurse Practitioner with the College of Nurses'. Program Director-Clinical Care Programs, Central East Palliative Clinical Lead, or any Nurse Practitioner in a management role may work up to seven (7) hours per week clinically, performing the same work as the bargaining unit employees, in order to maintain his/her clinical skills. For clarity, there will be no reduction of bargaining unit hours as a result and it is understood that the Program Director-Clinical Care Programs, Central East Palliative Clinical Lead, or any Nurse Practitioner in a management role will in no way be used to replace, take work away, or otherwise assume duties that would normally be assigned to bargaining unit employees for which bargaining unit employees are available, including those available at premium rates of pay.

DATED AT Whitby, ONTARIO, THIS 12<sup>th</sup> DAY OF July, 2024.

FOR THE EMPLOYER:



Director, Human Resources & Labour Relations



Vice President, Human Resources, Organizational Development and Equity

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FOR THE UNION:



Labour Relations Officer



## LETTER OF UNDERSTANDING

Between:

**CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK**

And:

**ONTARIO NURSES' ASSOCIATION**

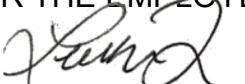
**RE: Organizational and Legislative Changes**

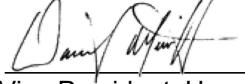
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In light of recent legislative changes, both the Employer and the Union agree that the sharing of information is important. Both parties agree to share known information/decisions, where permitted, in a timely manner through teleconferences, staff meetings and/or email communication. The purpose of the communication is to discuss potential impacts to the employees within the bargaining unit arising from organizational changes within the health care sector.

DATED AT Whitby, ONTARIO, THIS 12<sup>th</sup> DAY OF July, 2024.

FOR THE EMPLOYER:

  
Director, Human Resources & Labour Relations

  
Vice President, Human Resources, Organizational Development and Equity

FOR THE UNION:

  
Labour Relations Officer