

## **COLLECTIVE AGREEMENT**

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

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (operating as Home and  
Community Care Support Services South East)  
(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 the union as the exclusive bargaining agent for all Registered Nurses, nurses with a Temporary Certificate of Registration, Case Managers/Care Coordinators, Placement Coordinators/Facilitators, Educators, Nurse Practitioners, Pain & Symptom Management Consultants Advanced Practice Nurses, Rapid Response Nurses, Transition Support Nurses and Wound Resource Coordinators employed by South East Local Health Integration Network, save and except Managers and persons above the rank of Managers, Workplace Wellness and Safety Specialist, Continuous Learning Specialist, Pain and Symptom Management Coordinator, and persons in bargaining units for which other trade unions hold bargaining rights.

### **Clarity Note:**

It is understood and agreed that this bargaining unit includes employees working in a Registered Health Professionals Act capacity and who are not excluded under the Labour Relations Act.

### **Definitions**

2.02 **Regular Full Time Employee**  
A regular full-time employee is defined as one in respect of whom there is a regular schedule of work providing 70 hours of work biweekly.

2.03 **Temporary Full Time Employee**  
A temporary full-time employee is defined as one who is engaged to perform a fixed term or task on a full-time basis. Such fixed terms or tasks will be greater than three (3) months in length, and will not normally exceed a twelve (12) month period, except in the case of pregnancy, parental, up to a period of twenty (20) months or long term disability leaves. When there is need for an extension beyond (12) months it will be discussed with the union in advance. In any event the extension will not extend beyond 24 months unless agreed to by the parties in writing.

At the end of the fixed term or task, the employee shall revert to her former

status. When an employee accepts such an assignment, she shall not be considered for another temporary assignment if accepting such an assignment will require her to leave her current assignment before the end of the fixed term or task. These positions will be posted.

Where the position is filled by an existing employee the incumbent retains her previous status while filling the temporary position.

2.04 Regular Part Time Employee

A regular part-time employee is an employee who receives a payment in lieu of benefits, a payment in lieu of vacation and is defined as one in respect of whom there is a regular schedule of work providing less than 70 hours biweekly.

2.05 Casual Employee

A Casual Employee is an employee who receives a payment in lieu of benefits, a payment in lieu of vacation, works on a call in basis and does not have any guaranteed hours of work.

Casual employees replace full time or part time employees who are absent from work or such casual employees may work on a special project or program with the understanding that casuals may only be scheduled in advance on the posted schedule after all part time employees at the relevant location/team, have been offered the work.

A casual employee will submit their availability three (3) weeks prior to the posting of each six (6) week schedule.

A casual employee may work as a temporary replacement or on a term for special projects/pilots and programs that will not exceed eighteen (18) months for a position that has been posted.

The Employer shall not use casual employees for the purpose of restricting the number of regular full-time or regular part-time positions.

2.06 The words "immediate supervisor" or "manager" wherever used in this Agreement shall mean the Manager or a person, as the case may be, to whom the employee usually reports for duty.

2.07 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.

2.08 A nurse holding a temporary certificate of registration is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Parties agree to work cooperatively to maintain the highest possible standard of service and efficiency, and the Union acknowledges the exclusive right of the Employer as follows;

- (a) to direct the operation of the Employer in the best interests of the clients, the community and the employees;
- (b) to formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement;
- (c) to introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services;
- (d) to determine in the interests of efficient operation and highest standards of service, the allocation and number of staff, location of staff, working conditions, the hours of work which are not inconsistent with the terms of this Agreement, work assignments, methods of doing the work and the working establishment for any service provided always that reasonable notice shall be given to the employees involved in any changes to be made;
- (e) to hire, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, determine the number and type of members of the bargaining unit, suspend, discharge or otherwise discipline bargaining unit members for just cause.
- (f) To instruct and direct employees in their duties, responsibilities, towards clients, visitors, management and other employees who are outside the bargaining unit;
- (g) To have absolute control of the buildings, use of, equipment, supplies, material, insurance, and all other articles or things belonging to the Employer.

The employer shall exercise its management right herein in a manner consistent with the express provisions of this agreement subject to the right of the employee to lodge a grievance as set forth herein.

#### **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*.

## **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 Union Representatives**

The Employer recognizes 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.

### **6.02 Local Negotiating Committee**

- (a) A negotiating committee of 4 employee representatives appointed by the union including the bargaining unit president. The Union will endeavour to include representation from across the Employer locations.
- (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.

### **6.03 Central Negotiating Committee**

In the event that the parties agree to participate in central bargaining between the Ontario Nurses' Association and the Participating Employers, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating Employers 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 Employers 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.

### **6.04 Union /Management Committee**

There shall be a union/management committee comprised of three (3) union representatives and an equal number of management representatives when available. The membership of the committee may be expanded by further mutual agreement. 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 agree to pre-book meetings on a yearly basis at the last meeting of each year, subject to change. 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 Grievance Committee

The Employer will recognize a Grievance Committee(s) consisting of the Bargaining Unit President and one other representative, one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.06 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 healthy 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 Section 9.12 of the *Occupational Health and Safety Act*.
- (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.

6.07

### 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 as per all applicable legislation 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.

6.08 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.

6.09 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.

6.10 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.

## **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 will provide in an electronic format the Union 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.

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.

## **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 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 within nine (9) days following the employer response to the complaint. The parties agree to utilize an electronic copy of this form for the submission of grievances.

8.03 Once a grievance 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 in advance of any such meeting.

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.

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

9.01

- (a) Seniority and service will be based on the date of last hire for full-time employees and will accrue on the basis of paid hours for part-time employees.
- (b) One (1) year of full-time service and seniority shall be equivalent to fifteen hundred (1500) hundred paid hours of part-time service and seniority.
- (c) Casual employees will accrue seniority and service on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the collective agreement except that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.
- (d) Seniority shall be defined as time spent in the bargaining unit from the last date of hire and shall be a factor used for determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters, based on most recent posted seniority list.
- (e) Service is defined as the length of time in the employ of the employer since date of last hire and will be used to determine pay level (i.e. salary progression), sick leave credits, vacation pay, and any other compensation issues.

(f) Seniority Conversion

An employee's seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1500) hours paid for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority and service for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. No seniority date shall precede the last date of hire.

## (g) Seniority shall be retained and accumulated when 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.

9.02

Probationary Period/Probationary Employee

(a) A regular full-time employee shall be considered as a probationary employee for a period of nine hundred and ten (910) hours worked from her date of hire. All other employees shall have a probationary period of nine hundred and ten (910) hours worked or twelve (12) months whichever is lesser. During such period, she shall be subject to ongoing assessment/ performance reviews, which shall be reviewed regularly with the employee. The employee may be released at any time during the probationary period without recourse to the grievance and arbitration procedure, except where such access is required by statute. The probationary period may be extended, but in any case the probationary extension shall not exceed an additional two (2) months or two hundred and eighty (280) hours worked.

(b) An employee who transfers from casual or regular part-time to full time status or vice versa shall not be required to serve an additional probationary period.

9.03

(a) Accumulation and Retention

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- i) when an employee is on lay-off for a period of up to-twenty-four (24) consecutive months from the original date of layoff;
- ii) when an employee is on approved leave of absence in excess of twelve (12) months.

(b) Loss of Seniority

Seniority shall be lost and employment will be terminated when an employee is absent from work under the following circumstances,

- i) resignation/retirement;

- ii) discharged without reinstatement;
- iii) after two (2) years on lay-off;
- iv) failure to return from an approved leave of absence without a reasonable explanation acceptable to the Employer;
- v) failure to contact the Employer within (10) days from the date of mailing of a registered letter advising the employee of a potential recall;
- vi) failure to report to work on the date agreed upon after accepting a recall offer of employment;
- vii) 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;
- viii) When she is absent from active employment for a period in excess of twenty-four (24) continuous months for reasons other than layoff, unless expressly provided for otherwise elsewhere in this agreement;
- ix) When a casual employee is absent from active employment for a period in excess of twelve (12) continuous months unless expressly provided for otherwise elsewhere in this agreement;
- x) When an employee uses a leave primarily for a purpose other than that for which it was granted.

(c) Seniority shall be lost under the following circumstances;

- i) an employee accepts a permanent transfer or a permanent promotion to a position outside the bargaining unit.

## 9.04

Transfer out of the Bargaining Unit

An employee who transfers to a position outside of the bargaining unit for a period of up to twelve (12) months shall retain but not accumulate bargaining unit seniority while in that position. For the purpose of back filling pregnancy/parental leave only an employee may transfer to a position outside the bargaining unit for a period of up to twenty (20) months.

Any extension to such transfer will be negotiated by the parties and shall not be unreasonably denied.

An employee will only be covered for a subsequent transfer out of the bargaining unit if in the interim she had returned to and worked in a bargaining unit position for at least the same duration as her previous assignment outside the bargaining unit.

9.05 Seniority Lists

Seniority list will be comprised of name, classification, original date of hire, seniority date for full time employees and seniority hours for part-time and casual employees.

- (a) Separate seniority lists for full-time, part-time including job sharers and casual employees who have completed the probationary period shall be posted by the Employer March 1 and September 1. All probationary employees shall be included on the seniority lists for information purposes only.
- (b) Seniority lists shall be posted on the Employer intranet with a copy provided to the Bargaining Unit President. 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.
- (c) At any time layoff notices are issued an up to date seniority list will be provided to the Bargaining Unit President and posted on the Employer intranet.

## **ARTICLE 10 – JOB POSTING**

- 10.01 When a vacancy occurs that requires posting or when creating a new position, the Employer shall post notice of the vacancy on the Employer intranet for a minimum of seven (7) calendar days. The posting shall include the following information: Full-time or Part-time Status; Job Title; Office Location; Initial FTE Allocation; Initial Hours of Work; Initial Assignment.
- 10.02 Incumbents applying for a subsequent posted position within nine (9) months from the date they accepted their present position will not be considered for such position unless the position provides for a change in classification, a change in FTE, a change in location (Kingston, Belleville, Brockville or Smiths Falls) or is a change in permanent status. The Employer will advise the Union whenever such subsequent posting is awarded.

In accepting a posted position, it is expected that you commence and fulfil the commitment of the posting. If acceptance is rescinded before commencing, the incumbent will not be considered for subsequent postings for a period of six (6) months.

- 10.03
  - (a) i) Vacancies which are not expected to exceed four (4) months may be filled and or posted at the discretion of the Employer. In filling such vacancies, consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. In the case of a vacancy, the Employer shall either fill the vacancy within a reasonable period of time or provide the Union with written notice that the Employer intends to postpone or not fill the vacancy.
  - ii) Where a temporary vacancy occurs for a period of four (4) months or longer, the vacancy shall be posted, unless mutually agreed otherwise by the Union and Employer. Subsequent vacancies that occur as the result of an employee being the successful applicant to a temporary posting need not be posted and the new vacancies shall be filled at the discretion of the Employer. The status of the

regular employee shall not change where she is the successful candidate.

- iii) Incumbents filling temporary positions may not apply for other temporary positions during the term of the current temporary position. However the Employer and the Union may agree to waive this provision where circumstances warrant.
- iv) Newly hired employees who have not yet completed their probationary period will not be eligible to apply to job postings unless the position provides for a change to their permanent status or classification.

(b) Employees shall be selected for positions posted on the basis of their skill, ability, experience, qualifications and performance. Where these factors are relatively equal among the employees being considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

(c) The name of the successful applicant will be posted. At the request of the employee, the Employer will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

(d) Where an applicant has been selected in accordance with this Article, and it is subsequently determined that she cannot satisfactorily perform the assignment to which she was assigned, the Employer will attempt, during the first sixty (60) calendar days' worked from the date of the assignment, to return the employee to her former assignment and the filling of subsequent vacancies will be reversed.

(e) If the employee requests during the first sixty (60) calendar days, to revert to their former position and the Union and the employer agree she shall be returned to her former job and wage rate without loss of seniority. Any other employee promoted or transferred because of the initial vacancy shall also be returned to her former job and wage rate, without loss of seniority. Such requests will not be unreasonably denied.

(f) If the applicant is returning to her former position under (d) and (e) of this clause, the Employer will give consideration in accordance with the provisions of 10.01 to those employees who were unsuccessful applicants for the initial vacancy.

10.04 The Employer shall have the right to fill the vacancy or new position on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be placed in the assignment. The successful applicant shall be moved into the position within sixty (60) days wherever possible.

Should circumstances arise which prohibit the employee from commencing the assignment a meeting between the Union and the Employer will take place to resolve the situation. Such placement will not be unreasonably delayed.

10.05 For the purposes of requesting a transfer under the above article an employee may notify the employer in writing of their interest in being considered for vacant

positions when absent in excess of a one (1) week period.

10.06 An employee on leave of absence may apply for vacancies provided that she is available to start work within sixty (60) days from the date of acceptance of the position unless the successful incumbent is on pregnancy/parental leave at which time they will commence the new position upon completion of their leave provided the delay does not significantly impact operations.

## **ARTICLE 11 – LAYOFF AND RECALL**

11.01 Definitions

- (a) A short term layoff shall mean any temporary layoff which is not anticipated to exceed thirteen (13) weeks in length;
- (b) A long term layoff shall mean any layoff which will be longer than thirteen (13) weeks.

11.02 Notice

- (a) In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position currently occupied within the bargaining unit, the Employer shall:
  - i) meet with the Union to discuss details of the lay-off and to consider suggestions from the Union;
  - ii) provide the Union with no less than four (4) months written notice of the proposed layoff or elimination of position; and
- (b) Meet with the Union to review the following:
  - i) the reasons causing the lay-off;
  - ii) the service which the Employer will undertake after the lay-off;
  - iii) the method of implementation, including areas of cutback and the employees to be laid off;
  - iv) methods of reducing the impact of the layoff, which may include reducing hours rather than laying off employees. Any such methods require the agreement of the Union.
- (c) Notice of layoff shall be given to each affected individual and will not be less than that provided under the Employment Standards Act.

11.03 (a) A layoff of employees shall be made on the basis of reverse order of seniority initially within the classification, status (fulltime or part time) and team. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification and team where the layoff is going to occur will be released first. Employees who are subject to layoff may bump the least senior employee of the same status (full time or part time) and within the same team provided such employee has the necessary qualifications and ability to do the work required. It is

acknowledged that training and orientation will be provided as necessary.

Employees who are unable to bump the least senior person of the same status and team may bump the least senior person of either status, in the same or different classification, in the same or different team in the bargaining unit provided such employee has the necessary qualifications and ability to do the work required. It is acknowledged that training and orientation will be provided as necessary. Employees will inform the Employer of their decision to bump or accept the layoff within three (3) working days of:

- i) The Employer providing to the Union the information contemplated by Article 11.03 (e) or 11.02 (b), or
- ii) The receipt by the employee of her notice of layoff, whichever is later.

Note: For purposes of this clause, "team" as at March 3, 2017 includes the list in Appendix 5 of the agreement.

- (b)
  - i) Laid off employees 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 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 lay off 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 temporarily recalled will be paid the percentage in lieu of benefits unless they maintained benefits in which case the Employer shall pay the Employer contribution to benefits. Otherwise employees temporarily recalled have all the rights of other recalled employees.
  - ii) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.
  - iii) Where a full-time employee on layoff is the successful candidate for a vacant part-time position; she shall retain recall rights to her former position in the full-time bargaining unit for a period of six (6) months from the date of her layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.
- (c) Full-time and Regular Part-time laid off employees may elect to have access to shifts that would otherwise be offered on a casual basis. The process of offering the shifts would be in accordance with the current practice for offering casual shifts. 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.

- (d) 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 or receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.
- (e) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service, which the Employer will undertake after the layoff.
- (f) For greater certainty, laid off employees are entitled to apply for posted vacancies.
- (g) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
- (h) The Employer will not hire any new employees to fill a Care Coordinator position or one that is similar to Care Coordinator where there is an employee on layoff who is willing and qualified to fill the requirements of the job.

11.04 Severance pay will be paid in accordance with the Employment Standards Act.

11.05 The Employer agrees to pay its share of coverage for extended health, dental and semi-private benefit plans for a period of twelve (12) months for employees laid off, provided that the employee pays her share of the said benefit plans.

**11.06 Job Security / No Contracting Out**

- (a) No regular employee shall be laid off or have her hours of work reduced as a result of contracting out work presently performed by members of the bargaining unit.
- (b) Employees who are in a supervisory position shall not work on any jobs which are in the bargaining unit except in cases of emergency or when client care is at risk.
- (c) Unless otherwise agreed by the Union and the Employer, work performed by full time employees will not be assigned to part time employees for the purpose of eliminating fulltime positions.

**ARTICLE 12 – EMPLOYEE FILES**

12.01 (a) A copy of any completed appraisal, which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall sign such appraisal as having been read and shall have the opportunity to add her views to such appraisal prior to it being placed in her file. A copy of the appraisal will be provided to the employee at her request. It is understood that such appraisals do not constitute

disciplinary action by the Employer against the employee. No document shall be used against an employee where it has not been brought to her attention in a timely manner.

- (b) Upon prior appointment, an employee shall have reasonable access to her personnel file for the purposes of reviewing its contents in the presence of her supervisor or designate. If requested by the employee a Union representative may attend.

12.02

### **Discipline**

Any letter of reprimand, suspension or other sanction will be removed from the employee's personnel file eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee has been discipline free for one (1) year. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods noted above.

## **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.

Such time shall not exceed a total of ninety (90) workdays in any calendar year and not more than two (2) employees from each area (areas being Belleville, Kingston, Smith Falls/Brockville) shall be permitted to be absent at any one time. Such requests shall be in writing to the employees' immediate Manager(s) as far in advance as possible and shall contain the names of the appointed employees plus the dates of requested absence. Two (2) weeks' notice shall be given where practicable. Such leaves shall be granted subject to staffing and/or client needs but shall not be unreasonably denied.

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 Local Coordinator**

Employees elected as Local Co-ordinator shall be granted leave to attend to Union business. There shall be no loss of service or seniority. Two (2) weeks' notice shall be given where practicable.

Employee's salary and applicable benefits shall be maintained by the

Employer during the above leaves, and the Union agrees to reimburse the Employer for such salaries and benefits.

(c) 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 9.03, 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.

(d) 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.

(e) 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.

13.02

Leave of Absence

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.

## 13.03

Bereavement Leave

- (a) i) Upon the death of an employee's spouse (spouse to include same sex partner or common-law partner), parent, child, stepchild or grandchild, an employee shall be granted leave with pay up to a maximum of five (5) consecutive scheduled working days (which would not extend beyond seven (7) calendar days). Common law partner or same sex partner are defined as per the Family Law Act. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- ii) Upon the death of an employee's step parent, legal guardian, sibling(s), mother-in-law, father-in-law an employee shall be granted leave with pay up to a maximum of five (5) consecutive calendar days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days with pay. One of the days of leave shall include or be contiguous to the day of the funeral or equivalent service. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service or equivalent for, her/his aunt or uncle, niece or nephew.
- (c) Immediate family shall be defined as brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother and grandfather.
- (d) The intent of this Article is not to convert an unpaid leave into a paid leave. For the purposes of this clause only, sick leave greater than thirty (30) days and LTD, are deemed to be unpaid leave.
- (e) Notwithstanding the above, in situations where an employee attends an alternative service, interment and/or to accommodate religious and cultural diversity, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding the total amount of the above entitlement.

## 13.04

Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA for up to twenty-eight (28) weeks 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 (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 (63 weeks when pregnancy leave is not taken) 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 ninety percent (90%) 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 required 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.

(i) 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 parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety percent (90%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the required Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she/he is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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*.

- (j) Employees newly hired to replace employees who are on approved pregnancy/parental leave will be considered casual employees and may be retained as a casual employee following completion of the temporary position referred to above. The employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. Such employee shall have no recourse to layoff and bumping rights for purposes of securing a regular position at the completion of the temporary assignment.
- (k) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

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 endeavour 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 Employer, 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 Employer 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) The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. 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

### Political Leave

Upon written request, the Employer will grant leave of absence for the purposes of running or holding federal, provincial or municipal office. On return to work an employee will resume their former position. Seniority will not be accrued or lost

during such leave.

13.10

Secondments

The right to approve a secondment rests solely with the Employer. Should the Employer approve a secondment of a bargaining unit member, the parties will meet to determine the terms of the secondment. Any agreement reached will prevail over the terms of the Collective Agreement. Such request will not be unreasonably denied.

13.11

Pre-Paid Leave

The Employer agrees to 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 her Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- (c) The year for purposes of the program shall be any twelve (12) month period as may be agreed upon by the employee, the local Association and the Employer.
- (d) During the four (4) years of salary deferral, twenty (20%) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (e) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (f) 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.
- (g) 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 the leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan during the year of the leave are subject to the approval of Management. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (h) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the

employee within a reasonable period of time.

- (i) 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.
- (j) The employee will be reinstated to her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (k) 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 13.11 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.

### 13.12 Care Leave

- (a) Employees will be granted up to thirty-five (35) hours leave in each calendar year for the purpose of attending to family related responsibilities and or other emergencies.

Fifty (50%) percent of the leave granted under this clause (up to 17.5 hours) shall be provided by the Employer as paid leave. The remaining fifty (50%) percent (up to 17.5 hours) will be contributed by the employee from the employees accrued leave entitlements (if any). If the employee has no accrued leave entitlement the employee will take her portion of the leave as unpaid leave.

In each case where leave is granted, fifty (50%) percent of the leave will be paid for by the Employer (to a maximum of 17.5 hours) and fifty (50%) percent by the employee, as per the preceding paragraph.

- (b) Care Leave will include all purposes under Section 50 (1) (2) & (3) of the Employment Standards Act, 2000. Employees accrue seniority and service while on such leave.
- (c) To clarify, this article, and other clauses in the current agreement that provide for paid or unpaid leaves for purposes under the new ESA provisions, will be deemed to offset the requirement for the Employer to provide for ten (10) days of unpaid leave to the extent that the Care Leave clause, and other leave clauses are accessed during the course of a year.

13.13 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.

13.14 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 coverage, 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 Both the Employer and the Union recognize their joint responsibility and commitment to provide orientation for new employees and to participate in in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Employer.

(a) Members of the bargaining unit shall have the opportunity for professional growth through education and training designed to assist the individual to function more effectively. These shall include:

- i) An orientation program for new staff;
- ii) Educational opportunities as deemed appropriate for all staff;
- iii) Payment of salary and registration to attend staff educational opportunities;
- iv) Information regarding courses for staff will be made available.
- v) Additional educational days for specific categories of staff as necessary, and as scheduled by the Employer.

14.02 When an employee is on duty and authorized to attend any in-service programme during her regularly scheduled working hours, she shall suffer no loss in regular pay. When an employee is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular rate of pay.

## **ARTICLE 15 – PAID HOLIDAYS**

15.01 (a) The following holidays will be recognized:

- New Years Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- last ½ working day before Christmas
- Christmas Day

**Boxing Day**  
last  $\frac{1}{2}$  working day before New Year's

- (b) If the federal/provincial government declares a holiday other than those listed above the new holiday will be in addition to the holidays listed above provided this holiday is declared during the term of this collective agreement.

15.02 If a holiday falls on a Saturday or a Sunday, it shall be observed on the preceding or following working day at the discretion of the Employer.

15.03 (a) When any of the foregoing holidays outlined in Article 15.01 occur during an employee's vacation period, these days shall not be counted as vacation days.

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

15.04 In order to qualify for a holiday, an employee shall complete her full scheduled shift on each of the working days 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.

15.05 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal day's work as set out in Article 17.

15.06 A full-time employee required to work on any of the paid holidays shall be paid at the rate of time and one-half (1 $\frac{1}{2}$ ) her regular straight time hourly rate of pay for all hours worked on such fixed holiday and in addition, she shall receive a lieu day off with pay in the amount of her regular straight time rate of pay for a normal day. Where an employee becomes entitled to a lieu day, the lieu day shall be scheduled as agreed between the Employer and the employee and should the employee desire an alternate lieu day; the Employer will endeavour to accommodate her request subject to scheduling needs.

A full-time employee may only accumulate a maximum of three (3) lieu days for paid holidays which must be taken prior to December 15<sup>th</sup> in the calendar year in which they were earned.

15.07 It is further understood that any part-time employee who works on a paid holiday, as listed in Article 15.01 of this Agreement, shall be paid time and one-half (1 $\frac{1}{2}$ ) her regular straight time hourly rate for all hours worked on the holiday. Such part-time employee is not entitled to the lieu day.

15.08 It is recognized that scheduling across the organization varies from team to team

or between offices. To guide the scheduling of employees in an equitable fashion, the employer will endeavor to follow the principles below:

- Paid holidays that fall on a Friday or Monday will be attached to the weekend, unless agreed otherwise between the Employer and Union.
- Easter Weekend, which contains two paid holidays, will be considered as two separate holidays (i.e. Friday/Saturday and Sunday/Monday).
- A schedule will be kept for Statutory Holidays and staff will be scheduled on a rotational basis.
- Wherever possible, no employee will be scheduled to work an additional paid holiday before all staff have been scheduled, unless on a volunteer basis.
- The Christmas and New Year's holidays will first be done by a call for volunteers.

15.09 An employee absent on an authorized leave of absence shall not be eligible for paid holidays observed more than thirty (30) days after such leave of absence commenced.

15.10 Accommodations of Spiritual or Cultural Observances

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1, identifying the required date(s) they need off.

Such day(s), if granted, will be deemed to substitute for one of the Holidays listed above. The employee and Employer will agree on the substituted day(s), in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the Collective Agreement.

Honouring such request shall be subject to the operational requirements of the organization. Where a full-time employee is required to work the substitute day, they will receive a lieu day off with day.

## **ARTICLE 16 – VACATIONS**

16.01 All employees shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.66 days (11.62 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 8% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay (140 hours pay for employees whose

regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.

- (c) Employees who have completed twelve (12) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay, (one hundred seventy-five (175) hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
- (d) Employees who have completed twenty-one (21) years or more of full time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay (two hundred and ten (210) hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
- (e) Full-time employees who have completed twenty-eight (28) years or more of full-time continuous service shall be entitled to six (6) weeks of annual vacation with pay (two hundred and ten (210) hours pay for employees whose regular hours of work are other than the standard work day) plus one additional day (seven (7) hours) for each additional year of service completed to a maximum of seven (7) weeks, provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
- (f) All regular part-time employees shall be entitled to vacation pay and shall be provided vacation time in accordance with the vacation entitlement of full-time employees as set out above.
- (g) If an employee works or receives leave for less than fifteen hundred and twenty-five (1525) hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:
  - 4 week entitlement - 8%
  - 5 week entitlement - 10%
  - 6 week entitlement - 12%
  - 7 week entitlement – 14%
- (h) Vacation pay shall be computed and paid to each part-time employee for each pay period in which it occurs.

16.02 (a) Annual vacation shall be taken during the calendar year in which vacation entitlement accrues, subject to the approval of the Supervisor/Manager. Employees may carry over five (5) vacation days into the following year. In exceptional circumstances the employee may submit a request for an additional five (5) days to carry over for consideration by the employer.

For purposes of clarity when an employee transitions to a higher vacation entitlement, additional time will be prorated.

(b) The Employer will post electronically a vacation preference list by

February 1<sup>st</sup> and each employee should indicate her preference(s) for vacation period prior to 4:30pm on March 31<sup>st</sup> where March 31<sup>st</sup> falls on a weekend or statutory holiday, it shall be 8:30am the following workday. Vacation requests submitted on the posted vacation preference list shall be granted to employees having the most seniority within each classification within each scheduling unit/work group or team, consistent with the efficient operation of the Employer and in accordance with 16.02(c). If more vacation can be approved, requests made on the vacation preference list will be considered prior to other vacation requests. Vacation requests received thereafter, will be granted in order of receipt.

Responses for vacation requests which are submitted on the posted vacation preference list will be as follows:

Posted Feb 1 removed Mar 31	Response Due
June 15 – Mar 31 (of the subsequent calendar year)	May 1 <sup>st</sup>
Posted Feb 1 removed Dec 31	
Apr 1 – Jun 14 (of the subsequent calendar year)	Feb 15 <sup>th</sup>

For vacation requests made after March 31 and beyond the response dates noted above, the Employer shall make every effort to respond as quickly as possible. The Employer will provide these responses to employees by email.

(c) Vacation Scheduling

- i) Granting of vacation will be by seniority.
- ii) For the period June 15<sup>th</sup> to September 15<sup>th</sup> the minimum request is a block of seven (7) calendar days beginning on a Saturday. 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.
- iii) Requests for individual days during the period June 15<sup>th</sup> to September 15<sup>th</sup> will be considered after requests for blocks of seven (7) days have been granted.
- iv) The remainder of the vacation year may be taken in weeks or individual days.
- v) Granting of individual days will not be unreasonably denied.
- vi) Where vacation is approved prior to the posting of the work schedule, for a period of 5 consecutive days beginning on a Monday and ending on the Friday, an employee will not be scheduled to work the weekend prior to or following the approved vacation period.

If there is a conflict in granting vacation requests:

- i) Seniority will govern for requests totaling no more than four (4) weeks each calendar year per employee.

The Employer will discuss the teams to be utilized for the purpose of vacation scheduling and provide a list of scheduling units for the purpose of vacation scheduling by the end of January each year.

An employee who works the Christmas, (December 24<sup>th</sup> (beyond the first ½ of the working day), 25<sup>th</sup> or 26<sup>th</sup>) or New Year's (December 31<sup>st</sup> (beyond the first ½ of the working day) or January 1<sup>st</sup>) holiday will not be scheduled to work such holiday the next year, unless mutually agreed otherwise. Employees will not be scheduled to work both Christmas and New Years in the same year, unless employees agree otherwise.

Vacation approvals will be granted based on the needs of each scheduling unit/work group or team.

Approvals for vacation requests made prior to the March 31<sup>st</sup> and December 31<sup>st</sup> deadlines in b) above, will provide for a minimum of twenty (20%) percent of regular employees to be scheduled off from each vacation scheduling unit at any one time.

Approvals of requests to use vacation, STAT lieu days and banked overtime that are received after March 31<sup>st</sup> and December 31<sup>st</sup> deadlines will be considered in conjunction with one another and be granted on a first come, first served basis based on the needs of each scheduling unit/work group or team.

For the above noted requests, the Employer shall make every effort to respond as quickly as possible. The Employer will provide these responses to employees by email.

16.03 Employees who have taken vacation and terminate their employment with the Employer or commence an approved Leave of Absence, in accordance with Article 13, before such vacation has been earned will be deducted in their final pay for these vacation days which have been received but not earned.

Likewise, if an employee terminated or commences an approved Leave of Absence, in accordance with Article 9 before receiving all vacation days which she has earned, an addition will be made to her final pay for the vacation days which have been earned but not received.

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

16.05 Where an employee's scheduled vacation is interrupted due to a bereavement the employee shall be entitled to bereavement leave in accordance with article 13.03. 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 (a) i) The following provision designating regular hours per day or days per week over the schedule determined by the Employer shall not be construed as a guarantee of the hours of work to be performed in each day or during each schedule.

ii) The normal daily shift shall be a continuous seven (7) hours exclusive of an unpaid meal period, of sixty (60) minutes. The allocation of staffing and scheduling of work will support all hours of operation and are subject to change to meet the needs of the Employer's clients. Such change in hours will not be effected without prior discussion with the Union. The Employer will provide at least four (4) weeks' notice to affected employees unless otherwise agreed between the parties.

(b) i) Nothing in this provision restricts the Employer from establishing and or maintaining afternoon, evening, night or weekend shifts, and shifts of up to twelve (12) hours inclusive of paid breaks and exclusive of sixty (60) minutes of unpaid meal time.

ii) Scheduling of an employee for a shift of less than four (4) hours will be for the purposes of in-service for or by the employee or to schedule the employee to attend a meeting.

iii) Shifts of less than seven (7) hours will not be implemented without prior discussion with the Union and adequate notice to employees prior to such implementation.

(c) The normal daily extended services tour shall be up to ten and a half (10.5) consecutive hours in any twenty-four (24) hour period, exclusive of a total of sixty (60) minutes of unpaid meal time. Employees working such tours shall not be scheduled to work more than five (5) consecutive days without having at least two consecutive days off.

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

The scheduling of meal and relief periods shall be determined by the parties.

Where the duration of a shift worked is between seven (7) hours and ten and a half (10.5) hours worked, the Employer will ensure that employees working such shifts will be entitled to a third paid rest period of fifteen (15) minutes after completion of seven (7) hours of work. In addition, such employees will be entitled to sixty (60) minutes of unpaid meal time.

17.02 (a) The regular daily hours of work of a regular full-time employee shall average seventy (70) hours of work biweekly.

(b) Employees shall be entitled, subject to the exigencies of the job, to relief periods during the day on the basis of fifteen (15) minutes in each half (1/2) day worked.

17.03

Scheduling

- (a) Requests for an exchange of scheduled shifts by employees must be submitted in writing and co-signed by the two (2) employees agreeing to exchange. The request for such a change shall be brought to the manager's attention in advance of the exchange for approval. Such approval will be confirmed in writing one (1) week after receiving such request. No additional premium pay will occur and satisfactory staffing must result from such exchange.
- (b) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests for change in scheduling will be submitted two (2) weeks prior to posting where possible. Any late requests shall not be unreasonably denied.
- (c) Should the Employer be required to change the schedule of hours or days off with less than forty-eight (48) hours of notice, the employee involved in such change will be paid time and one-half (1 ½) the regular straight time hourly rate for the first day or hours of the new schedule.

Once the schedule is posted, if there is any change to an employee's schedule, notice will be given to the employee by e-mail.

- (d) No employee shall be scheduled to work more than seven (7) consecutive days without having at least two (2) consecutive days off. A Care Coordinator will not normally be scheduled to work more than one (1) in every three (3) weekends, except where vacation or unexpected absences necessitate such arrangement. In the event she works more than one (1) weekend in three she will be compensated at time and one-half (1 ½) her regular hourly rate for such extra weekend.

This standard shall not apply where:

- i) Such weekend work was performed by the employee to satisfy specific days off requested by the employee; or
- ii) Such weekend is worked as a result of an exchange of shifts with another employee; or
- iii) Such weekend worked was accepted as additional hours in the case of a part-time/casual employee.
- iv) Such weekend was worked as part of a self-scheduling process.

The definition of a weekend under this provision shall be 2300 Friday to 0700 Monday.

- (e) Regular part-time employees will have regularly prescheduled hours. Additional shifts will first be offered to part-time employees within their assigned office location by seniority who indicate an interest in such work, and then to casual employees by seniority.
- (f) Regular full-time employees, regular part-time employees and casual employees filling a temporary position of four (4) months or longer, may,

by mutual agreement of the employee and the Employer, alter the number of hours worked in a day to provide for flex time to be taken during the pay period. This arrangement is not meant to provide for a compressed work week. If circumstances prevent the reconciliation of work hours owing by either party within the pay period the hours of work must be reconciled within the next two (2) pay periods. No additional flex time will be approved until the hours of work have been reconciled.

17.04 If an employee is unable to work a prescheduled weekend or holiday shift, the employer will first request from the team volunteers starting with part-time in the order of seniority who are available at straight time and then casual staff in order of seniority who are available at straight time. If the shift remains unfilled, the Employer will offer the shift as overtime to employees in the team in accordance with Article 18.01. If the shift remains unfilled, the Employer will offer the shift to qualified employees who have indicated a willingness to accept additional shifts in accordance with Article 18.01. Where an employee accepts an additional shift, the employee will be considered to have been assigned the shift as per (a) below and will be moved to the bottom of the rotational seniority list.

If no volunteer is found the shift will be assigned as follows:

- (a) The Employer will assign the shift to relevant team staff on a rotating basis in order of reverse seniority commencing with the least senior team member according to the following principles:
  - i) Each employee will only be assigned to one of the shifts to be filled unless an employee agrees or requests to work both shifts. The employer will ensure that an employee working such entire weekend will not be scheduled to work the day following the weekend.
  - ii) Each employee so assigned will receive pay at time and one-half (1 ½) her regular hourly rate of pay for the hours so assigned and worked, and will be allowed to bank such time in accordance with the current compensating time provisions as provided in Article 18.
  - iii) Employees may exchange among themselves such assigned shifts providing no premium payments are incurred.

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

18.01 Overtime

Overtime is defined as any hours worked in excess of an employee's regular work day as defined in Article 17 Hours of Work. An Employee shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate which overtime premium shall be compensated by mutual agreement of the employee and the Employer by either:

- (a) Payment of overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time so worked; or,
- (b) Lieu time off at the rate of one and one-half (1½) times the time so

worked to a maximum of thirty (30) straight time hours, to be taken at a time that is mutually agreeable to the employee and the Employer. Lieu time in excess of thirty (30) straight time hours will be paid out.

- (c) Overtime at time and one-half to be paid after seventy (70) hours bi-weekly. Overtime for employees working less than full-time hours shall be paid at time and one half (1½) and shall be based on time worked in excess of seven (7) hours in a day, unless the parties have agreed to a longer daily work period in which case such longer work period shall apply.
- (d) Overtime requires Employer approval in advance unless impossible. The Employer will make every effort to ensure that it has a representative available to deal with requests for overtime approval.
- (e) Overtime shall be made available to employees who are willing and qualified to perform the available work.

The Employer will offer overtime shifts in order of seniority to full-time, then part-time, then casual employees in the following sequence: first to employees in the team; then to employees outside of the team in the same office location who have indicated a willingness to accept additional shifts, and then across office locations who have indicated a willingness to accept additional shifts.

Work beyond the normal length of a daily shift will not be unreasonably refused by an employee.

- (f) Where an employee notifies her supervisor that she has been or will be unable to take the normal lunch break due to extenuating circumstances such employee shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours. Whenever possible, the employee will contact her supervisor in advance in order to obtain approval.

18.02 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 workplace during such four (4) hour period. Such reassignment will be within reasonable proximity of the employee's office.

18.03 Call Back

A regular employee who is called back to work outside her regular working hours shall be paid for a minimum of four (4) hours at one and a half (1½) times her straight time hourly rate.

18.04 Shift and Weekend Premium

The Employer will provide a shift premium to a maximum of five thousand dollars (\$5000.00) per year at the rate of three dollars and thirty cents (\$3.30) per hour for all hours worked before 8:30 a.m. and after 4:30 p.m. on weekdays and for all

hours worked on weekends and holidays.

Such premium will be paid on each pay.

Shift premium pay is prorated to hours of work that occur outside of 8:30 a.m. – 4:30 p.m. Monday thru Friday. All employees who work such hours will be entitled to such payment.

The parties agree there shall be no pyramiding between overtime compensation and shift premium pay. Hours that are paid daily overtime shall not be used to trigger a biweekly overtime claim.

18.05

#### Standby

An employee who is required to remain available for duty on standby, shall receive standby pay in the amount of two dollars and seventy-five cents (\$2.75) per hour, for the period of standby scheduled by the Employer. Standby pay for employees required on a paid holiday will be in the amount of three dollars and twenty-five cents (\$3.25) per hour for the period of standby scheduled by the Employer. Stand-by pay shall, however, cease where the employee is called in to work under Article 18.03 and works during the period of stand-by.

18.06

#### In Charge Premium

Where and when an employee is assigned charge duties they will be paid an additional three dollars (\$3.00) per hour.

When charge duties pursuant to this article are assigned, the Employer will notify ONA in writing of the expected duration of the assignment, the likely number of hours of the assignment and the duties of the assignment either before or at the time of the assignment is made.

18.07

#### Transportation Allowance

All employees required to use their vehicle for the Employer's business will be paid a per kilometer rate of fifty cents (\$0.50/km).

An employee who accepts an assignment to a temporary position in another office shall not be eligible for mileage between the offices.

18.08

#### Parking

(a) The Employer agrees to reimburse employees for job related parking costs when free parking is not available or the Employer is unable to offer such free parking.

(b) No employee shall be required to pay parking fees at their workplace.

18.09

#### Pay for Work on the Phone or computer

Where an employee receives a "work" telephone call outside her hours of work, or is required to login to a computer to check for work she shall be paid premium pay (i.e. (1½) one and one half times her regular rate of pay) for the actual time of the calls or computer check in to the next increment of ¼ hour.

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

19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium cost to eligible full-time employees in the active employ of the Employer for the benefit plans set out below. The Employer recognizes its obligation to maintain its portion of the premium costs during the period an employee is on pregnancy or parental leave for the periods specified in the *Employment Standards Act*. Eligibility, benefits, and entitlement to benefits set out below are subject to the terms and conditions, including any enrolment requirements, of the specific insurer's benefit plans.

### **Semi Private Coverage**

The Employer agrees to pay one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Semi-Private Plan.

The Employer agrees to contribute one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Benefits Plan which includes an annual deductible of twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family. In addition to standard benefits, coverage will include hearing aids (maximum \$500.00/36 months) and vision care.

### **Vision**

Effective January 1, 2024 vision care maximum will be set at four hundred and twenty-five (\$425.00) per person every twenty-four (24) months and may be applied against laser surgery. For purposes of eye examinations a further fifty dollars (\$50.00) per 24 months per person will be provided for persons over age 18, and fifty dollars (\$50.00) will be provided every 12 months for persons age 18 and under.

### **Dispensing Fee**

Effective May 1, 2017 dispensing fee for prescriptions will be capped at nine dollars (\$9.00) per script.

### **Medical Emergency Travel Insurance**

The Employer agrees to provide an out of Province/Canada medical emergency travel insurance which covers sixty (60) day maximum travel period.

### **Private Duty RN**

The Employer agrees to provide for private duty RN coverage to a maximum ten thousand dollars (\$10,000.00)/benefit year.

### **Dental**

The Employer agrees to contribute eighty (80%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a dental plan which includes an annual deductible of twenty-two dollars

and fifty cents (\$22.50) single and thirty five dollars (\$35.00) family (based on the current ODA fee schedule). Recall is every nine months.

Schedule of Benefits - Extended Health Benefits

Benefit Schedule Subject to plan provisions	Premiums 100% employer funded
Deductible	\$22.50 Single / \$35.00 Family per calendar year
Co-insurance	80% except 100% Semi-Private room
Drug Definition * where generic is contraindicated the plan will cover physician no substitution direction	Prescribed & Generic if available* Fertility \$4,000.00 lifetime Smoking Cessation \$300.00 lifetime
Dispensing fee max	\$9.00
Overall drug max	Unlimited
Paramedicals:	
Chiropractor	\$500/person/benefit year
x-rays	\$50/person/benefit year
Osteopath	\$500/person/benefit year
Podiatrist/Chiropodist	\$500/person/benefit year
Naturopath	\$500/person/benefit year
Massage Therapy	\$600/person/benefit year
Psychologist Registered Psychotherapist Social Worker	Combined total of \$1200/person/benefit year coverage for mental health services.
Physiotherapist	\$600/person/benefit year
Speech Therapist	\$500/person/benefit year
Private Duty Nursing	\$10,000/benefit year
Ambulance	Yes
Accidental Dental	Yes
Hospital	Semi-Private
Private Hospital	N/A
Hearing Aids	\$500/36 months
Outside Country	Deluxe – 60 days
Vision Care	\$425/person/24 months
Laser Eye Surgery	Combined with above max
Eye Exams	\$50/12 months age 18 and under and \$50/24months over 18
Dependent Coverage	21 or 25 if FT student
Survivor Benefit	N/A

### Schedule of Benefits - Dental Benefits

	Premiums 80% employer funded
Deductible	\$22.50 single & \$35.00 family
Co-insurance: Basic & Preventative Orthodontia	100% 50%
Benefit Maximums: Basic & Preventative Orthodontia	Unlimited \$1000.00/person lifetime/no age restriction
Recall Frequency	9 months
ODA	Current
Dependent Coverage	21 or 25 if FT student
Survivor Benefit	N/A

### Group Life Insurance and AD&D

The employer agrees to contribute one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the employer to provide a life insurance plan which includes life insurance in the amount of two times the annual salary to a maximum of two hundred and forty thousand dollars (\$240,000) and accidental death and dismemberment in the same amount. Such plan shall be subject to the provisions of the plan of the insurer.

### Voluntary Life Insurance

The employer agrees to provide opportunity for employees to access voluntary life insurance at no cost to the employer and subject to the conditions of the plan offered by the insurer. Such package will include the option to purchase additional employee life insurance to a maximum amount of two hundred and fifty thousand dollars (\$250,000). If an employee purchases voluntary life insurance she may also purchase optional spousal life insurance, subject to the terms and conditions of the carrier's plan.

### Life Insurance

(100% Employer funded)	
Benefit Amount	2x annual earnings
Maximum	\$240,000
NEM (Non Evidence Max)	\$240,000
Termination	The end of the first complete month, following age 65 or retirement

### Accidental Death & Dismemberment

(100% Employer funded)	
Benefit Amount	2x annual earnings
Maximum	\$240,000
Termination	The end of the first complete month, following age 65 or retirement

### Employee Optional Life Insurance

(100% Employee funded)	
Benefit Amount	Units of \$10,000
Maximum	\$250,000
Termination	The end of the first complete month, following age 65 or retirement

Spousal Optional Life Insurance

(100% Employee funded)	
Benefit Amount	Increments of \$10,000
Maximum	\$250,000
Termination	To end of first complete month following age 65 of insured or employee retirement, whichever occurs first

19.02 For newly hired employees, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or eligibility requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the eligible Employee was first employed.

19.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is 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.

19.04 All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

Employees will be enrolled in the Healthcare of Ontario Pension Plan (HOOPP plan) and appropriate salary deductions made in accordance with the Plan provisions.

19.05 (a) The Employer shall provide employees with information booklets outlining the provisions of all benefit plans defined in Article 19.01 as well as the Sick Leave/LTD Plan provided in this Collective Agreement. Upon request, the Employer will make the Plan available to the Union for inspection.

(b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19 as well as the LTD Plan provided in this Collective Agreement. The Employer shall also provide the Union with a copy of all current information booklets provided to the employees.

19.06 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the Employer's employment insurance premium reduction will be retained by the Employer

towards offsetting the cost of benefits provided in this agreement.

19.07 It is understood and agreed that the Employer is not deemed to be an insurer and that its sole obligation under the provisions of this Article or this agreement is to pay its share of the premium costs of purchasing the insurance or benefit programmes outlined above and that no claim may be made against the Employer by virtue of the failure of an insurer to pay a benefit provided for under this agreement. However, the Employer shall give every possible assistance to any member having difficulty in processing any claim.

19.08 Percentage in Lieu of Benefits

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

Applicable straight time hourly rate + 13%

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

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

19.09 (a) The Employer will make available to all employees who retire and have not yet reached age 65 and who are in receipt of the Employer's pension plan a separate retirees benefits package consisting of semi-private, extended health care (excluding medical emergency travel insurance) and dental benefits, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

(b) Such retirees may only opt into the above package on a one-time only basis and provided the retiree applies within sixty (60) days of her retirement date.

## ARTICLE 20 – SICK LEAVE AND LTD

### 20.01 Short Term Disability (Sick Leave)

In this section the word "month" shall mean a calendar month. All regular full-time employees absent from work due to an illness are eligible for sick leave pay for up to fifteen (15) weeks. Either full salary or two-thirds (2/3) salary will be paid as identified in the benefit periods below:

For Full-time (FT) employees with less than 3 months service entitlement shall be 1 ½ days' sick leave, with 2/3 pay, for each month of service (4 ½ days maximum).

Length of Service	Full Salary Period	2/3 Salary Period
3 months, but less than 1 year	Nil	15 weeks
1 year but less than 2 years	2 weeks	13 weeks
2 years but less than 3 years	3 weeks	12 weeks
3 years but less than 4 years	4 weeks	11 weeks
4 years but less than 5 years	5 weeks	10 weeks
5 years but less than 6 years	6 weeks	9 weeks
6 years but less than 7 years	7 weeks	8 weeks
7 years but less than 8 years	8 weeks	7 weeks
8 years but less than 9 years	9 weeks	6 weeks
9 years but less than 10 years	10 weeks	5 weeks
10 years but less than 11 years	11 weeks	4 weeks
11 years but less than 12 years	12 weeks	3 weeks
12 years but less than 13 years	13 weeks	2 weeks
13 years but less than 14 years	14 weeks	1 week
14 years or more	15 weeks	Nil

20.02 (a) The total fifteen (15) week sick leave benefit period is provided to an employee only once each calendar year. If an employee is away from the workplace due to illness and returns to work before the fifteen (15) week sick leave benefit is exhausted and then is away from the workplace again due to illness the employee has the balance of remaining sick leave benefit entitlement for that calendar year.

(b) The total fifteen (15) week sick leave benefit period represents the short-term disability waiting period for Long-Term Disability (LTD) benefits, if an employee is approved by the LTD carrier.

20.03 Incidental sick leave days are deducted from the total fifteen (15) week sick leave benefit period in each calendar year.

20.04 If an employee is approved for LTD disability benefits (having exhausted the total fifteen (15) week sick leave benefit period and the employee returns to work within the same calendar year the employee then:

(a) Completes three (3) weeks of continuous full-time employment and has less than fourteen (14) years of service, the reinstated fifteen (15) week sick leave benefit is at two-thirds (2/3) salary only.

(b) Completes three (3) weeks of continuous full-time employment and has fourteen (14) years of service or more, the reinstated fifteen (15) week

sick leave benefit is at full salary.

(c) Does not complete three (3) weeks of continuous full-time employment and goes off sick for the same or related disability from which she just returned, the LTD carrier will be notified and LTD benefits may resume.

(d) Does not complete three (3) weeks of continuous full-time employment and goes off sick for a different illness from that which she just returned, the employee will receive sick leave benefits at two-thirds (2/3) salary no matter their length of service and to a maximum of fifteen (15) weeks.

20.05 If an employee is not approved for LTD disability and has exhausted the total fifteen (15) week sick leave benefit period and the employee remains off work, no salary will be paid to the employee until the employee returns to work. When the employee returns to work, and:

(a) Completes three (3) weeks of continuous full-time employment and has less than fourteen (14) years of service, the reinstated fifteen (15) week sick leave benefit is at two-thirds (2/3) salary only.

(b) Completes three (3) weeks of continuous full-time employment and has fourteen (14) years of service or more, the reinstated fifteen (15) week sick leave benefit is at full salary.

(c) Does not complete three (3) weeks of continuous full-time employment and goes off sick for the same or related disability from which she just returned, no salary will be provided to the employee.

(d) Does not complete three (3) weeks of continuous full-time employment and goes off sick for reason of a different illness from that which she just returned, she will receive sick leave benefits at two-thirds (2/3) salary no matter her length of service and to a maximum of fifteen (15) weeks.

20.06 If an employee commences sick leave benefits in one (1) calendar year and remains on sick leave benefits over a change in calendar years the employee must return to work and complete three (3) weeks of continuous full-time employment for the new calendar year benefits to apply.

20.07 (a) Salary, based on provisions in 20.01 shall not be lost for absence on account of illness provided the employee notifies the manager or designate and the employee has sick leave benefits from which the time shall be deducted. When an illness occurs within the work day the full period of absence will be deducted from the regular full time employees' sick leave benefits.

20.08 An employee must report any illness or absence in accordance with the policies of the organization, except in the case of an emergency. The employee should advise her manager of the expected duration of the absence in accordance with Employer policy.

20.09 Full-time employees shall be eligible to apply for STD benefits for time lost owing to (1) illness, (2) injury, and (3) exposure to a communicable disease for which the employee is required to quarantine by the Employer, Health Unit or the Medical Officer of Health, and the employee is not able to perform work remotely. The STD benefits apply to the full extent of their sick pay credits, except where

an award is made under the Workplace Safety & Insurance Act.

20.10 (a) 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 An employee, absent through illness on paid holidays observed by the Employer, shall be paid at the salary rate being paid at that time, provided sick leave pay is being made and provided that the employee is entitled to such holiday pay in accordance with Article 15.09.

20.12 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 a legally qualified physician or nurse practitioner.

20.13 (a) The qualifying period is the period of disability before sick pay benefits commence. There is no qualifying period for the first three periods of Total Disability in a calendar year. No benefit is payable for the first two days of absence in the fourth and subsequent periods of Total Disability in a calendar year when the total number of sick days is more than eight (8) days per year. A period of Total Disability may include more than one absence if such absences are from the same or related cause and are separated by a period of less than three weeks.

(b) Whenever an employee's days of illness exceed sick pay entitlement, the excess days over the amount of such entitlement shall be without pay.

20.14 Any part of the annual vacation which may be due shall be allowed an employee who is absent owing to illness if sick pay entitlement is exhausted.

20.15 An employee who becomes ill during annual vacation must be medically certified and confined to hospital, or certified confined to bed by a qualified physician, to receive consideration by the Employer to have such time declared sick leave rather than annual vacation.

20.16 The date for sick leave purposes is the employee's service date. The service date will be adjusted for the full period for unpaid absences in accordance with the Effect of Absence clause.

20.17 When a member of the bargaining unit is absent on a leave of absence without pay for any reason, or is laid off on account of lack of work, she shall not be entitled to Short Term Disability benefits under this article during such leave or layoff.

20.18 Long Term Disability

(a) The Employer will pay one hundred (100%) percent of the cost of the premiums of a Long Term Disability Income Protection Plan, to provide coverage for eligible members of the bargaining unit who have exhausted Short Term Disability Benefits and continue to be unable to report to work as a result of disability due to illness or accident. Coverage shall be to a

maximum of 66-2/3% of salary (maximum \$6,000.00 per month) and shall commence following exhaustion of the short term disability plan.

(b) Entitlement to Long Term Disability benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to advocate on behalf of the member when there is a dispute between the insurer and the member.

Long Term Disability	Long Term Disability Custom Plan (employer funds 100 % of premiums)
Benefit Amount	66 2/3 % of monthly earnings
Maximum	\$6,000
NEM	\$6,000
Qualifying Period	(105/15 weeks )
Max Benefit Period	To age 65 (Disabled between age 64 and 65 benefits cease at age 65)
Definition of Disability	24 month own occupation
Taxable	Yes
Offsets	Primary

20.19 When an employee requests, and when it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability either temporary or permanent, the Employer will notify and meet (in person or by phone) with Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work.

## **ARTICLE 21 – JOB SHARING**

Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full-time employee who wishes to share her position.

Applications shall be in writing to the Supervisor/Manager and will be approved/denied by the relevant Senior Director.

The Employer may limit the total number of job sharing positions. The Employer shall meet with the Union and consider any recommendation it makes for additional job sharing positions. If there are more full-time employees interested in job sharing than can fill the number of job sharing positions determined by the Employer to be appropriate, seniority shall determine which full-time employees fill the position(s) providing the senior employees can meet the Employer's staffing and scheduling requirements.

Any incumbent full-time employee wishing to share her position may, upon approval by the Employer do so without having her half of the position posted. The other portion of the job sharing position will be posted.

Upon the termination of the job sharing arrangement for a full-time position, the position will revert back to a full-time position.

If both applicants to a job share are full-time, the job share position need not be posted. The resulting full-time position shall be managed in accordance with the collective agreement provisions.

If one of the job sharers leaves her position or is granted a leave of absence in excess of thirty (30) days, and both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be staffed in accordance with the Collective Agreement provisions.

Where the vacant portion of a job share position cannot be filled, the position shall revert to its full-time status. If the job sharer who remains was not the job sharer whose position was originally modified to suit the job sharing arrangement, the full-time position will be posted.

The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis. For greater certainty, notwithstanding the fact that the review process is ongoing, formal reviews of the job share position will be made at three (3) months, six (6) months, and twelve (12) months, and on an annual basis thereafter.

Either party may discontinue the job sharing process with sixty (60) days notice. It is understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a Regular Full-time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.

Each job sharer shall be treated as a regular part-time employee for all purposes under the collective agreement except as otherwise expressly provided:

Each job sharer shall;

- i) Work one half of the total number of hours of the full-time position, or such other amount as may be agreed by all the parties, with the actual schedule of work to be determined by the employees involved, subject to approval of the relevant Senior Director.
- ii) Ensure her job share partner is fully informed about their shared work, and those Employer communications that are not generally distributed but rather are only issued to attendees at individual meetings.
- iii) Be expected to cover her partner for illness and vacation. If because of unavoidable circumstances, one cannot cover the absence of the other, the Manager must be notified.

## **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 Employer liability coverage for Health Professionals in the employ of the Employer.

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 Proof of Registration

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 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*.

22.05 Flu Vaccine

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak that affects the workplace of the employee until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep

her pay whole.

- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she will be reassigned work during the outbreak period.
- (f) If an employee becomes ill as a result of the vaccination, and applies for WSIB, the Employer will not unreasonably oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

22.06

#### Medical Certificates

If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of the certificate.

22.07

#### Bulletin Boards and Union Communications

- (a) The Employer will arrange to provide a bulletin board in each office, where space is available. Such bulletin board will be used by the Union for purposes of posting notices of Union meetings and other Union activities.
- (b) The Employer agrees that the Union may communicate with members utilizing voice mail, faxes and e-mail subject to the policies of the Employer.
- (c) The Employer will make available a lockable filing cabinet for the use of the Bargaining Unit President.

22.08

#### Orientation Program

The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate, taking into consideration the needs of the Employer and the employees involved.

The Employer undertakes to provide such appropriate orientation as the Employer sees fit for newly hired employees or employees returning from a lengthy leave of absence.

Employees recalled from layoff of more than six (6) months and employees whose probationary period has been extended under Article 9.02 may be provided an orientation determined necessary by the Employer. A request by such employee for orientation shall not be unreasonably denied.

22.09

#### Technological Change

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 be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provision of Article 11 will apply.

22.10 Change of Address

It shall be the duty of each employee to notify the Employer promptly of any change in permanent or temporary address, and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by the Employer by registered mail to reach such employee.

22.11 Feminine/Masculine

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

22.12 Meetings

The Employer will endeavour to schedule staff meetings during normal working hours. Employees shall receive payment for all time spent at these meetings at their regular straight time hourly rate.

22.13 Protective Equipment

All bargaining unit members will cooperate with the Employer to ensure personal protective equipment as identified is used to protect employees in the event of an incident of serious threat to healthcare workers.

Employees who are unable to wear the recommended equipment will be reassigned to a safe area if there is work available.

**ARTICLE 23 – SALARIES AND CLASSIFICATION**

- 23.01
  - (a) Employees shall be compensated for their services in accordance with Schedule “A” which is attached and forms part of the Collective Agreement.
  - (b) Each full-time employee will be advanced from her present level to the next level set out in Schedule “A” on her anniversary date. Each part-time employee will be advanced from her present level to the next level set out in Schedule “A” after fifteen hundred (1500) worked hours after she was last advanced on Schedule “A”.
  - (c) A full-time employee who has not reached her maximum rate on the salary scale and is eligible for an increment shall receive the increment on the anniversary of her service date. A full-time employee who transfers from one classification to another classification shall receive her increment on the anniversary of her transfer to the new position. Part-time and casual employees who have not reached their maximum rate on

the salary scale and who are eligible for an increment shall receive them after fifteen hundred (1500) hours subsequent to their last date of advancement on the wage scale. Part-time and casual employees who transfer from one classification to another classification shall receive their increment after fifteen hundred (1500) hours subsequent to their last date of advancement on the wage scale.

- (d) Employees shall be paid every two (2) weeks in accordance with the current practice.
- (e) An employee promoted to a higher paying classification as a result of a job posting shall be placed on the salary scale at the grid level that provides an increase.
- (f) An employee who is downgraded to a lower classification as a result of a job posting will be placed at the same increment level in the lower job classification.

23.02 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. 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 within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by an Arbitrator shall be made retroactive to the time at which the new or changed classification was first filled.

23.03 Claims for recent related experience by newly hired employees, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Employer by providing verification of previous experience so that her recent related experience may be determined and evaluated during her probationary period. Any payment related to grid advancement will be retroactive to date of hire. Having established the recent related experience, the Employer will credit a new employee with one (1) annual service increment for each year of experience to a maximum of Level 5, Level 8 for Nurse Practitioners.

If a period of more than two (2) years has elapsed since the employee has occupied a FT or PT position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. For FT employees, the Employer shall give effect to PT experience, and for PT employees the Employer shall give effect to FT experience.

Note: For greater clarity, related experience includes related experience out of province and out of country.

## **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.
- (c) 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) work days document their professional practice issue in writing (using the form set out in Appendix 1) and forward it to their Manager.
- (b) Within ten (10) work days 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, Client Services and/or designates. Within five (5) work days 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) work days 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.

24.04

- (a) Failing resolution of the complaint using the Article 24.03 dispute resolution process, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- (b) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (c) The list of Assessment Committee Chairpersons is attached as Appendix 4.
- (d) The parties agree that should a Chairperson be required, the Employer and the Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.
- (e) Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.
- (f) Each party will bear the cost of its own nominee and each will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

## **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.

### Retroactivity:

Retroactivity for wages will be paid within two (2) full pay periods of the date of the ratification on the basis of hours paid. Retroactive pay will be itemized and taxed separately.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to retroactivity.

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.

**SIGNING PAGE**

Dated at Belleville, Ontario, this 10 day of June, 2024.

**FOR THE EMPLOYER**



**FOR THE UNION**



Lisa Turner (Jun 10, 2024 10:23 EDT)

Labour Relations Officer



Laurie Black-Vincent (Jun 10, 2024 10:40 EDT)



Shannon Meeks-Quesnel (Jun 10, 2024 15:44 EDT)

**SCHEDULE "A"**CLASSIFICATION AND SALARY SCHEDULE

<b>Care Connector</b> <b>Care Coordinator</b> <b>Clinical Support and Education Coordinator</b> <b>Mental Health and Additions Nurse</b> <b>Palliative Care Educator II</b> <b>Pain and Symptom Management Consultant</b> <b>Rapid Response Nurse Coordinator</b> <b>Wound Resource Coordinator</b> <b>Transition Support Nurse</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
Level 1/Start	\$42.19	\$43.46
Level 2	\$44.15	\$45.47
Level 3	\$46.09	\$47.47
Level 4	\$48.07	\$49.51
Level 5	\$50.07	\$51.52

<b>PSW Education Coordinator</b> <b>Palliative Care Educator I</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
Level 1/Start	\$35.86	\$36.94
Level 2	\$37.51	\$38.64
Level 3	\$39.18	\$40.36
Level 4	\$40.85	\$42.08
Level 5	\$42.51	\$43.79

<b>Nurse Practitioner (NP)</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
Level 1/Start		
Level 2	\$54.47	\$56.10
Level 3	\$56.83	\$58.53
Level 4	\$59.17	\$60.95
Level 5	\$61.52	\$63.37
Level 6	\$63.87	\$65.79
Level 7	\$66.22	\$68.21
Level 8	\$68.57	\$70.63

<b>Placement Facilitator (RPN) Direct Care Facilitator</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
Level 1/Start	\$30.05	\$30.95
Level 2	\$31.05	\$31.98
Level 3	\$32.27	\$33.24
Level 4	\$33.65	\$34.66
Level 5	\$35.02	\$36.07

<b>Advanced Practice Nurse – Wound, Ostomy, Continence</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
Level 1/Start	\$45.64	\$47.01
Level 2	\$47.75	\$49.18
Level 3	\$49.86	\$51.36
Level 4	\$51.99	\$53.55
Level 5	\$54.11	\$55.73

**APPENDIX 1****O.N.A. GRIEVANCE FORM**

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

## APPENDIX 2 – PROFESSIONAL RESPONSIBILITY FORM

### ONTARIO NURSES' ASSOCIATION (ONA) LOCAL HEALTH INTEGRATION NETWORK (LHN) 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.](#)

**SECTION 4: REMEDY/SOLUTION**

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****IAC CHAIRPERSONS**

Note: The parties agree to meet and agree upon Independent Assessment Committee Chairpersons as needed.

Eleanor Plain  
1684 Middle Road  
Kingston, ON  
K7L 5H6  
Tel: 613-549-3219  
Email: [Eleanor.plain@sympatico.ca](mailto:Eleanor.plain@sympatico.ca)

June Duesbury-Porter  
390 Swanson Court  
Burlington, ON  
L7R 4G6  
Tel: 905-639-5174  
Cell: 905-330-0739  
Email: [juneduesporter@cogeco.ca](mailto:juneduesporter@cogeco.ca)

**APPENDIX 4****LETTER OF UNDERSTANDING**

Between:

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (operating as Home and Community Care Support Services South East)**

And:

**ONTARIO NURSES' ASSOCIATION**

**RE: PARKING**

The Union and the Employer have, on the date of signing this letter of understanding, entered into an agreement that will provide the following:

In an effort to make improvements for staff assigned to Kingston hospitals the Employer has secured parking at a new parking facility that has become available. These parking spaces are located at the new Tindall Field (at Union and Albert St).

The parties further acknowledge that the Employer does not have control over the availability of these parking arrangements and as such this may be subject to change in the future. If such change were to be effected it is agreed that the language as set out in Article 18.08 of the ONA collective agreement would apply.

The parties agree to this arrangement on a without prejudice and without precedence basis for a period that does not exceed the term of the application of the current collective agreement.

Dated at Belleville, Ontario, this 10 day of June, 2024.

**FOR THE EMPLOYER**




**FOR THE UNION**



Labour Relations Officer



Laurie Black-Vincent (Jun 10, 2024 10:40 EDT)



Shannon Meeks-Quesnel (Jun 10, 2024 15:44 EDT)

**LETTER OF UNDERSTANDING**

Between:

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (operating as Home and Community Care Support Services South East)**

And:

**ONTARIO NURSES' ASSOCIATION**

**RE: ORGANIZATIONAL AND LEGISLATIVE CHANGES**

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 Belleville, Ontario, this 10 day of June, 2024.

**FOR THE EMPLOYER**



**FOR THE UNION**



Lisa Turner (Jun 10, 2024 10:23 EDT)

Labour Relations Officer



Laurie Black-Vincent (Jun 10, 2024 10:40 EDT)



Shannon Meeks-Quesnel (Jun 10, 2024 15:44 EDT)

## LETTER OF UNDERSTANDING

Between:

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (operating as Home and Community Care Support Services South East)**

And:

**ONTARIO NURSES' ASSOCIATION**

### RE: SCHEDULING

During the course of ONA bargaining, the union raised an important concern related to the timeframe of the posted schedules as outlined in Article 17.03 (b). The parties agree to establish a committee as outlined below:

1. A Committee will be established including Union representatives and Employer representatives. The Employer representation shall include the Vice President of Home and Community Care, currently Mary Grattan Gielen.
2. The first meeting of this Committee shall occur within thirty (30) days of signing this document, or as soon as is practicable based on participant's availability.
3. It is understood and agreed that the purposes of this Committee is to work through the process changes necessary to implement a trial period for posting of work schedules four (4) weeks in advance for a twelve (12) week period or another time frame that the committee may deem appropriate.
4. At the completion of the trial period, the committee will meet to review the process and evaluate the trial period and any associated next steps.

Dated at Belleville, Ontario, this 10 day of June, 2024.

FOR THE EMPLOYER




FOR THE UNION



Lisa Turner (Jun 10, 2024 10:23 EDT)

Labour Relations Officer



Laurie Black-Vincent (Jun 10, 2024 10:40 EDT)



Shannon Meeks-Quesnel (Jun 10, 2024 15:44 EDT)

## LETTER OF UNDERSTANDING

Between:

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (operating as Home and Community Care Support Services South East)**

And:

**ONTARIO NURSES' ASSOCIATION**

**RE: SHORT TERM DISABILITY**

The Union raised an important concern related to the adjudication process of mental health claims during the bargaining process. The Employer is committed to continuing to work with the Union and the insurance provider to address the perceived barriers in accessing STD benefits with a shared interest in improving the employee experience:

The parties agree to the following:

1. A meeting will be arranged within thirty (30) days of signing this document including the Union and Employer, and may include an insurance representative to review the mental health claims adjudication process, including any forms, with the intent of understanding what type of information is required to adjudicate claims.
2. The adjudication process will be respectful of the delicate nature of these claims.

Dated at Belleville, Ontario, this 10 day of June, 2024.

**FOR THE EMPLOYER**




**FOR THE UNION**



Lisa Turner (Jun 10, 2024 10:23 EDT)

Labour Relations Officer



Laurie Black-Vincent (Jun 10, 2024 10:40 EDT)



Shannon Meeks-Quesnel (Jun 10, 2024 15:44 EDT)

**APPENDIX 5**

Community Brockville (including Access)  
Community Smiths Falls (including Access)  
Community Kingston (includes all sub offices)  
Community Belleville (includes all sub offices)  
Rapid Response Registered Nurse (RRN)/Transition Support Nurses (TSN)  
Mental Health & Addictions Nurses (MHAN)  
Nurse Practitioner Nurse Lead Outreach Team Long Term Care (NP NLOT)  
Nurse Practitioner (NP) Hospice  
Central Access  
West Access  
Placement  
Care Connectors  
Clinical Support and Education Coordinators  
Palliative Care Ed II  
Children's  
Wound Resource Coordinator  
Advanced Practice Nurse  
Direct Care Facilitator