

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CENTRAL LOCAL HEALTH INTEGRATION NETWORK, Operating as Home and  
Community Care Support Services - Central  
(Hereinafter referred to as the "Employer")**

**AND:**

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

Expiry: March 31, 2024

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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 Ontario Nurses' Association as the exclusive bargaining agent for all the employees of the Central Local Health Integration Network save and except supervisors, persons above the rank of supervisor, persons employed in confidential capacities as per s. 1(3)b) of the Act and IT in Shared Services located out of 700 and/or 800 Bay Street.

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

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

c) Casual part-time is an employee who works on an ad hoc basis, as required by the Employer.

Wherever the term "casual" is used in the Collective Agreement, it shall mean "casual part-time" as defined in the clause.

d) A Temporary employee is an employee who is hired to work for a period of up to fourteen (14) calendar months, unless otherwise agreed to by the parties. Temporary employees for the purpose of back filling pregnancy/parental leave only, may work up to a period of twenty (20) months.

At the end of the temporary employment, the temporary employee will be deemed terminated without recourse to the grievance and/or arbitration provisions, or the layoff provisions of this agreement.

A temporary employee is employed at the Employer's discretion. In the event a temporary employee's employment is terminated prior to the planned end date, for other than cause, the employee will be entitled to two weeks' notice, or pay in lieu thereof.

Temporary employees do not accrue seniority or service for any purposes under this agreement.

Temporary employees need not be considered for other temporary positions at the LHIN. If a Temporary employee is the successful applicant to a posted permanent position they shall receive credit for service and seniority from their original date of hire.

- e) A Temporary Position is a position created to respond to a temporary increase in workload, the absence of a regular employee, or the need to fill a job with a fixed term or task.

Temporary positions may extend for a period of up to fourteen (14) calendar months, unless the parties agree otherwise. Such agreement will be in writing.

A permanent full-time employee who fills a temporary full-time position will continue to be treated as a permanent full-time employee. A regular part-time employee who fills a temporary full-time or a temporary part-time position will continue to be treated as a permanent part-time employee. A permanent full-time employee who fills a temporary part-time position will be treated as a regular part-time employee but shall not be subject to any payout provisions under the collective agreement.

Temporary positions are subject to a trial period.

It is understood that temporary assignments may end earlier than initially anticipated.

At the end of the temporary assignment, a permanent employee shall revert to their permanent position. In the event their former position no longer exists, the employee will return to a comparable position. Any subsequent appointments will be reversed.

2.03 Notwithstanding the above language, persons not in the bargaining unit shall be entitled to perform bargaining unit work in the following situations:

- a) for the purpose of instruction or training;
- b) student placements;
- c) in the event of an emergency situation;
- d) when performing developmental or experimental work; or
- e) when employees are not available due to an employee not reporting to work as scheduled until replacement staff arrives or replacement staff availability has been exhausted.

2.04 It is recognized that, from time to time, the Employer utilizes the services of persons who are not directly employed by the Employer and are assigned or

otherwise directed to the Employer for the purposes of internship, educational, training or exchange programs and that such individuals are not encompassed by the bargaining unit.

- 2.05 It is recognized that the Employer contracts from time to time with various agencies whose employees render services in association with the Employer and its employees. The employees of such agencies are not included in the bargaining unit and nothing in this Agreement shall limit the right of the Employer to continue in or to enter into such arrangements.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the right of the Employer, subject to the terms of this Collective Agreement to:
- a) Operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Employer by statute.
  - b) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by the employees. The Employer recognizes that the foregoing is subject to the right of the employees concerned to lodge a grievance in the manner and extent herein provided.
  - c) Select, hire, discipline, suspend, discharge, transfer, relocate, assign hours of work, assign to shifts and schedule overtime, promote, demote, classify, lay off, recall, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against the employee's wishes and, further provided that a claim of discriminatory promotion, demotion, transfer, classification, early retirement, discipline or suspension, or a claim by an employee of being discharged without cause, may become the subject of a grievance and be dealt with as herein provided.
  - d) Direct the work force, the right to plan, direct and control the operations of the Employer, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the assignment and contracting out of work, the extent of the Employer's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

### **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 their 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 the 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 they have been harassed contrary to this provision, the employee 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 agrees to recognize 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 four (4) employee representatives appointed by the union including the bargaining unit president.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee’s participation in bargaining. Mileage allowance provisions will remain status quo at all LHINs.

##### 6.03 Central Negotiating Committee

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

the Union's Central Negotiating Team. Notice will be given to the Employer as far in advance as possible.

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

#### 6.04 Union /Management Committee

There shall be a union/management committee comprised of four (4) employee representatives appointed by the Union and four (4) employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee.

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

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

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

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

#### 6.06 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.
- (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 member's 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 limited to providing reasonable accessible personal protective equipment (PPE) that reduces risk and protects employees.
- (k) Patient facing employees will be fit tested on hire and then every two years

or at any other time as required by the Employer, the Government of Ontario or any other public health authority.

- (l) The Employer will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
- (m) The employer will train certified workers in accordance with 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.
- (o) Where there are specific hospital related issues to be addressed at a Joint Health and Safety Committee meeting, the relevant hospital LHIN health and safety representative and Manager will be invited to the meeting.

#### 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 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. The union will ensure that any and all Health and Safety protocols are followed.

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 their 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 their 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 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. Grievance transmittals shall take place between the bargaining unit representative designated by the Bargaining Unit President and the position designated by the Employer. It is understood that the Union has carriage of all grievances.

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

- 8.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the union representative, the Union's Labour Relations Officer is entitled to attend such meetings.
- 8.04 (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party within fourteen (14) calendar days of its written intent to forward the matter to arbitration. Such notice shall contain the name of the first party's recommended Sole Arbitrator. Where such written notice is post-marked within twelve calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of its agreement or propose an alternate Sole Arbitrator in writing. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Notwithstanding a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have been settled or abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the *Labour Relations Act*. Extensions under this clause shall not be unreasonably 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 through the use of telephone or other technology for such meeting.

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

- 8.14 The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for:
- (a) reasons which are arbitrary,
  - (b) exercising a right under this agreement,
  - (c) discriminatory, or
  - (d) bad faith.

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

### 8.15 Discharge Grievance

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

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

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

9.01 Seniority will be based on last date of hire into the bargaining unit for full-time employees and will accrue on the basis of hours paid in the bargaining unit for part-time employees. One year of full-time seniority shall be equivalent to sixteen hundred and ten (1610) paid hours of part-time seniority. Casual employees will accrue seniority on the same basis as part-time employees.

Service will be based on last date of hire with the employer for full-time employees and will accrue on the basis of hours paid with the employer for part-time employees. One year of full-time service shall be equivalent to sixteen hundred and ten (1610) paid hours of part-time service. Casual employees will accrue service on the same basis as part-time employees.

An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or casual or in the event the employee is transferred from casual or part-time to full-time or vice-versa. An employee whose status is changed from full-time to part-time or casual shall receive credit for their full seniority on the basis of sixteen hundred and ten (1610) hours paid for each year of full-time seniority. An employee whose status is changed from part-time or casual to full-time shall receive credit for their full seniority on the basis of one (1) year of seniority for each sixteen hundred and ten (1610) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

For all hires on or after January 1<sup>st</sup>, 2015, the seniority date so calculated shall not precede the date of hire.

- 9.02
- a) A new employee hired on a permanent basis shall be considered a probationary employee until they have completed eight hundred and twenty-five (825) hours worked or eight (8) months whichever first occurs, after which the employee's name shall be placed on the seniority list, and their seniority shall date from the date of employment.
  - b) An employee shall be provided with ongoing assessments in the probationary period and will not be released for reasons relating to ongoing performance without having received a written assessment of their work.

9.03 All seniority lists will be posted on The Central Local Health Integration Network Intranet.

There will be three (3) separate seniority lists for 1) full-time employees, 2) regular part-time employees (including job sharers), and 3) casual employees. Seniority lists will be posted on April 1<sup>st</sup> and October 1<sup>st</sup> of each year and two (2) copies will be given to the Union.

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

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

b) Where the position is a temporary replacement for an employee who is off on pregnancy and or parental this temporary position can be extended to a maximum of twenty (20) months.

9.05 Seniority and service shall be retained and accumulated, for a maximum period of 30 months, when:

a) An employee is absent from work and in receipt of Workplace Safety and Insurance Benefits as a result of an injury or illness incurred while in the employment of the Employer.

b) While on any short term sick leave.

c) While in receipt of benefits for Pregnancy/Parental Leave.

It is agreed that this provision will be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

9.06 Seniority shall be lost and employment terminated when an employee:

a) resigns or retires;

b) is discharged and is not reinstated through the grievance procedure;

c) is on layoff for a period of twenty-four (24) continuous months;

d) is absent from continuous 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;

- e) 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;
- f) uses a leave primarily for a purpose other than that for which it was granted;
- g) fails to return to work in accordance with Article 11 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address;

The Employer and the Union will abide by the *Ontario Human Rights Code*.

## **ARTICLE 10 – JOB POSTING**

10.01 When the Employer determines that a vacancy exists, or creates a new position within the bargaining unit, the Employer shall post notice of such a vacancy and/or new position electronically for a period of at least seven (7) calendar days during which time employees will have the opportunity to apply and be considered for the posted position. The Employer shall advise all employees by email of new job postings. Applicants who have been interviewed will be notified by email that they have been unsuccessful before the successful candidate is announced.

Subsequent vacancies created by the filling of a posted position shall be posted for three (3) calendar days. It is understood that these three (3) calendar days will exclude Saturday and Sunday.

Probationary employees and employees in a trial period need not be considered for further job postings.

Permanent employees will not be considered for posted positions with a duration of 6 months or less. Permanent employees in a temporary assignment need not be considered for subsequent temporary assignments.

Where an employee has transferred or posted into a position within a classification within the past 12 months, the Employer may exclude that employee from consideration for any further job postings within that same classification except, where an employee is applying for a position which would result in a change of status from temporary to permanent, or part-time to full-time.

An employee may advise the Employer in writing prior to leaving on vacation or any extended leave, indicating their interest in a particular position. This expression of interest will then be considered as application for a posted position.

Temporary vacancies of less than six (6) months need not be posted however consideration will be given to qualified employees in the job classification on the basis of seniority.

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

- 10.02 In cases where performance, ability and qualifications are relatively equal, seniority shall be the deciding factor when decisions are made with regard to transfer or promotion.
- 10.03 The Employer shall be free to hire a new employee in the event that none of its existing employees apply for the vacancy or are capable of performing the work of the new or vacant position.
- 10.04 The successful candidate will be provided with a trial period of three (3) months from the date they commence working in the new position. This trial period may be extended in the event of absence or disability occurring within the trial period with the mutual agreement of the Employer and the Union.

If either the employee or the Employer chooses to discontinue the trial period, the employee shall be returned to their former position or to a comparable position. Other employees who have been promoted or transferred to other positions as a direct result of the above employee's transfer will be returned to their position and salary except where that position no longer exists in which case the employee will be placed in a comparable position.

The last person employed as a result of such changes may be terminated if other employment for which they are qualified cannot be found.

#### **ARTICLE 11 – LAYOFF AND RECALL**

- 11.01 a) A "layoff" is defined as a reduction in an employee's regularly scheduled hours of work as defined in Article 2.02a) and 2.02b).
- b) A "short-term layoff" shall mean any temporary layoff which is not anticipated to exceed three months in length.
- c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- d) The Employer shall provide the local Union with no less than fifteen (15) calendar days' notice of a short-term layoff where circumstances permit. In giving such notice, the Employer will indicate to the local Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected. If requested, the Employer will meet with the local Union to review the effect on employees in the bargaining unit. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift.

e) Notice

In the event of a planned layoff at the Employer of a permanent or long-term nature, the Employer shall provide the Union and the affected employees with no less than ninety (90) calendar days written notice of the pending layoff or shall provide payment to individual employees in lieu thereof.

The Employer agrees to notify the Union of any plan to not fill a vacated position or to eliminate a vacant position.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

The Employer shall meet with the local Union to review the following:

- i) the reasons causing the layoff;
- ii) the service which the Employer will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and the employees to be laid off; and
- iv) alternatives to implementing the layoff, including the possibility of early retirement incentives or other voluntary separation strategies.

11.02

- a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.
- b) Employees shall have the following entitlements in the event of a layoff;
  - i) An employee who has been notified of a short-term layoff may:
    - A) accept the layoff; or
    - B) transfer to a vacant position, provided they are qualified to perform the available work; or
    - C) provided the employee is capable of performing the duties of the position with a maximum of five (5) days orientation, displace the least senior employee at the worksite, in an equal or lower paying classification whose work they are qualified to perform or the least senior employee in the bargaining unit within their classification.

Employees will inform the Employer of their decision regarding A, B, and C above within 3 working days of receipt of notice of layoff.

- ii) An employee who has been notified of a long-term layoff may:
  - A) accept the layoff; or
  - B) opt to retire if eligible under the terms of the Employer's pension plan; or
  - C) transfer to a vacant position provided that they are qualified to perform the available work; or
  - D) provided the employee is capable of performing the duties of the position with a maximum of ten (10) days orientation, displace another employee in an equal or lower paid classification who has lesser bargaining unit seniority and who is the least senior employee within the aforementioned classification at a worksite whose work the employee subject to layoff is qualified to perform. In the application of these displacement rights, the process will be limited to a maximum of three successive displacements.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in 11.01 above shall be considered notice to the Union of any subsequent layoff.

Employees will inform the Employer of their decision regarding A, B, C, D above within seven (7) calendar days of receipt of notice of layoff.

- iii) In all cases of long-term layoff:
  - A) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
  - B) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the union, such consent not to be unreasonably withheld when shown to be in the best interests of the LHIN.
  - C) Full-time and part-time layoff and recall rights shall be separate.
  - D) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 11.03 have been complied with.

- E) No new employees shall be hired into a classification until all laid off employees who retain the right to be recalled to that classification and employment category have been given an opportunity to return to work.

Note: "Employment category" is as defined in Article 2.02.

- F) Employees exercising recall rights shall be entitled to an orientation of up to ten (10) working days.
- G) Employees on layoff shall be entitled to apply for posted vacancies.
- H) Where an employee has received individual notice of long-term layoff under Article 11, such employee may resign and receive severance equivalent to one (1) week's salary for each year of consecutive service.
- I) In this Article (11.02), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

#### 11.03

Employees shall be recalled on the basis of classification and category, with the most senior recalled first, provided that an employee recalled is qualified to perform the available work. Such recalls shall be subject to the following provisions:

- a) Full-time and regular part-time employees on layoff may notify the Employer of their interest in accepting casual work and/or temporary recalls which may arise and for which they are qualified.
- b) Laid off employees are eligible, in order of seniority, for "temporary" recalls of more than three (3) months and not longer than eight (8) months and shall advise the Employer as to whether they are interested in such recalls. Employees recalled for eight (8) months or less shall not be entitled to 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 full employer contribution to benefits. Otherwise employees temporarily recalled have all the rights of other recalled employees.

- 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. Such employees will inform the Employer of their election two (2) weeks prior to the layoff becoming effective. 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) An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days.
- e) Employees will retain recall rights for a maximum period of twenty four (24) months. At any time during the recall period, an employee may opt to forgo recall rights and, where entitled, receive severance in accordance with the *Employment Standards Act*.

## **ARTICLE 12 – EMPLOYEE FILES**

12.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall have the opportunity to add their views to such evaluation prior to it being finalized. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee and shall therefore not be the subject of a grievance alleging unjust discipline.

Each employee shall have reasonable access to their Human Resources file for the purpose of reviewing the contents in the presence of a representative from Human Resources. A request by an employee for a copy of documents in her file will not be unreasonably denied.

12.02 Any letter of discipline or suspension will be removed from the record of an employee eighteen (18) months following the receipt of such letter or suspension provided that such employee's record has been discipline free for eighteen (18) months.

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

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

## **ARTICLE 13 – LEAVES OF ABSENCE**

### 13.01 (a) Union Leave

Leave of absence without pay shall be granted to employees selected by the Union to attend Union conventions or conferences, or Union business, provided that the leave does not unduly interfere with the operations of the Employer.

The cumulative total leave of absence and the number of days is determined by the local parties. It is agreed that the cumulative total for these leaves shall not exceed one hundred (100) days per calendar year.

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

The Employer agrees to grant leaves of absence, without pay, to any employee elected to the position of Local Coordinator. During such leaves 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. The Employer will bill the local Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

Two (2) weeks notice of such leave will be provided where practicable. Such leaves shall not be unreasonably denied.

It is agreed that the cumulative total for this leave shall not exceed fifty (50) days per calendar year.

### (c) 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 they 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.

(d) 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 their 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.

- (e) The maximum number of employees absent at any one time under all of the Union leaves shall be no more than seven (7). The quantum of total employees on leave at any one time will be increased by one (1) person for both a Board of Directors member and the President. The Employer may, at its sole discretion, grant leaves to additional employees.

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service, upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding other provisions in the collective agreement, 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 their intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.02

Personal Leave

The Employer may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice, in writing, subject to the

operational requirements of the employer. Employees when applying for such leave shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such requests will not be unreasonably denied.

### 13.03 Bereavement Leave

- a) When a death occurs in the immediate family of an employee, they shall be granted not more than three (3) consecutive working days' leave of absence with pay. One of the days of leave shall include the day of the death, funeral or equivalent service. In the case of the death of a spouse, parent, or child, two (2) additional days leave with pay will be granted. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.
- b) Where additional leave is required, such leave may be granted at the discretion of the Manager, or designate. Such time will be unpaid or the employee may opt to use accumulated vacation or lieu time. Such requests will not be unreasonably denied.
- (c) For the purposes of this Article, immediate family is defined as: parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, son-in-law, daughter-in-law, brother-in law, or sister-in law of an employee.
- (d) An employee shall be granted one (1) day's leave with pay to attend the funeral of a niece, nephew, aunt, or uncle.
- e) Where it is necessary, because of distance, the employee may apply for unpaid personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

### 13.04 Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA for up to 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 their 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 their 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 their former position, unless the position has been discontinued in which case they 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 sixty one (61) weeks. The employee must give the Employer written notice that they do not intend to make their contributions, if any.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to sixty one (61) weeks in duration, sixty three (63) weeks when pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because they are an adoptive parent or the natural father, will be granted a Parental leave of up to sixty three (63). 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 leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty one (61) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit

will be equivalent to the difference between eighty-four percent (84%) percent of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that they are 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their 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 eighty-four percent (84%) 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 one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that they are 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their 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) 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 their 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 their 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 their immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf they are subpoenaed, certifying as to the date and time of the 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 their regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at their 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 they are not required to attend as above provided that it is longer than half ( $\frac{1}{2}$ ) the schedule shift.
- (e) In the event that an employee is scheduled to start work on or after 1500 hours, they 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, the employee shall not be required to attend work any shift commencing on or after 2300 hours later that day.

## 13.07

Educational Leave

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

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

Storm Leave

Where weather conditions are such that an employee is unable to report for duty, this absence may be charged to annual vacation credits, compensatory time credits, or taken as unpaid leave of absence. Requests to work from home, or to work at a different office location, will be considered where feasible.

When the employee is unable to report to work due to road closures, the employee will not suffer a loss of pay for lost time, however, employees that are able to work from home will be expected to do so.

If the office is closed by the Employer due to weather conditions preventing the employee from reporting to the LHIN office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost.

## 13.09

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*.

13.10 Secondments

Secondment agreements will be subject to the agreement of the parties. The parties agree to discuss any issues related to secondment at the Union/Management Committee. It is further agreed that any particular provisions agreed to by the parties related to a secondment will be negotiated, documented, and signed by the parties.

13.11 Pre-Paid Leave

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

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to Human Resources or designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined by the parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- d) Written applications will be reviewed by the Chief Executive Officer or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to their until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the disability income plan during the year of leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Chief Executive Officer or designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.11 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 Citizenship Leave

Employees will be granted one (1) day of special leave of absence with pay in order to attend at Canadian Citizenship Court to take the oath of citizenship.

13.13 Quarantine Leave

Where the Medical Officer of Health requires an employee to be quarantined or not attend the workplace as a result of them carrying out their duties for the Employer and the employee is not entitled to benefits for loss of earnings under the Workplace Safety & Insurance Act of Ontario, the employee shall be entitled to a paid leave of absence for the period of quarantine or non attendance at work required by the Medical Officer of Health. Should the employee become ill during this period, the leave will convert to sick leave and the employee will be eligible for benefits in accordance with Article 20.

13.14 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply: (Where LTD is referenced, it shall only apply to agreements that have LTD coverage):

- (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 the employee 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 short or long-term disability (STD/LTD), 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 or long term disability (LTD) shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first. After twenty-four (24) months the employee may continue coverage as above so long as the employment relationship continues or until the age of 65, whichever occurs first, provided they pay the full cost of premiums going forward in accordance with 13.14 (g), 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 payments for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absence 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 their 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 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.

Where new computer technology is introduced into the workplace that employees are required to utilize in the course of their duties, the Employer will provide training at no cost to the employees involved.

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

- 14.02 The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Programs of the professional regulating Colleges. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 12.01.

**ARTICLE 15 – PAID HOLIDAYS**

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

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Float Holiday (2)	

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

The float holidays shall be taken on a date mutually agreeable to the Employer and the employee, shall not be cumulative from year to year, and are only available to employees who have completed their probationary period prior to July 1<sup>st</sup>.

15.02 In order to qualify for pay for a holiday, an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- a) Legitimate illness or accident which commenced within a month of the date of the holiday;
- b) Vacation granted by the Employer;
- c) The employee's regular scheduled day off;
- d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

15.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay multiplied by the number of hours for a normal day's work.

15.04 An employee who is required to work on any of the above holidays shall be paid at the rate of time and one half (1½) of their regular straight time hourly rate of pay. In addition, an employee shall receive either a paid day off or a regular day's pay, at the employee's request, in lieu of such holiday.

15.05 A paid holiday occurring while an employee is on vacation shall not be deducted from the employee's vacation entitlement.

**ARTICLE 16 – VACATIONS**

16.01 All regular full-time employees will receive vacation with pay according to the following schedule;

- a) Each full time regular employee will accrue vacation with pay on the basis of 1.67 working days for each full month of service to a maximum of 20 days per year in each of the first fifteen (15) years of employment.
- b) At least fifteen (15) completed years of service but less than twenty-three (23) years of service: five (5) weeks.
- c) At least twenty-three (23) years of service: six (6) weeks.

Note: Employees receiving entitlement greater than the above (on date of ratification) will be legacied at the higher entitlement level until such time as they meet the requisite service level.

16.02 All part-time, casual and temporary employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees. Vacation pay will be paid in each pay period as a percentage of biweekly wages.

4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%

Equivalent years of service, calculated pursuant to the formula set out in Article 9, shall be used to determine vacation entitlement.

16.03 Vacation Scheduling

- a) Vacations may be requested at any time of the year, subject to the restrictions below. The supervisor, or designate, will grant requests subject to operational requirements and in accordance with such vacation quotas as the Employer may set from time to time. Employees shall be advised of vacation quotas one month prior to the employees being required to submit their requests. Such quotas will not be unreasonably restrictive.
- b) Requests for vacation time from the Monday immediately following June 20<sup>th</sup> to the Sunday immediately following Labour Day (summer period) shall be made in writing to the Employer not later than March 1<sup>st</sup> in that year. The Employer will respond to such requests in writing by April 1<sup>st</sup>. An employee may be approved for a maximum of three (3) weeks of vacation during these peak times.
- c) Requests for Christmas/New Year's vacation time between the Monday immediately following December 15<sup>th</sup> and the Sunday immediately following January 1<sup>st</sup> shall be made in writing to the Manager or designate not later than August 1<sup>st</sup> in that year. The Employer will respond to such requests in writing by September 1<sup>st</sup>. An employee may be granted a maximum of one (1) calendar week (or part thereof) over this period.

- d) March Break vacation requests shall be submitted to the immediate Manager or designate not later than November 1st of the preceding year. The Employer shall respond in writing by December 1st.
- e) In the event that the number of employees in each department or team requesting vacation for or during any part of the above peak periods exceeds the number which the Employer has determined might be permitted vacation at that time, priority will be given based on seniority as per the posted seniority list.
- f) Notwithstanding e) above, in granting vacation requests during peak periods, the Employer will grant requests for full weeks of vacation prior to granting requests for partial weeks of vacation, so that a request for less than one week's vacation cannot prevent another employee from taking a full week of vacation. A full week of vacation shall be defined as Monday through Sunday.
- g) Requests for vacation for other periods outside of peak times shall be submitted by the employee to their immediate supervisor not less than three (3) weeks prior to the first day of the vacation period. The immediate supervisor shall reply within one (1) week from the date of the request. These requests shall be considered on the basis of first come first served.
- h) If a request is submitted outside of the time period outlined above or additional vacation time becomes available, it may be approved at the Employer's discretion provided no employee, who submitted in compliance with the above timelines, was denied the same time period.

16.04 Where changes in scheduled vacations are permitted by the Employer, a senior employee will not be permitted to bump a more junior employee whose vacation has been previously scheduled.

16.05 Vacation must be earned before it can be taken.

16.06 Vacation pay for part-time employees will be paid out each pay.

16.07 It is important that employees use the vacation time they have earned. An employee may not exceed thirty (30) days of accumulated vacation in their bank at any point in time. When an employee has reached twenty (20) days, they will be approached by their Manager to discuss a plan to schedule vacation. Such vacation requests will not be unreasonably denied. If the employee fails to respond to the Employers notification, the Employer will schedule the employees vacation time to ensure the bank does not exceed thirty (30) days, subject to operational requirements.

Article 16.07 shall not be used by any employee to circumvent Article 16.03 or to gain access to vacation that would not otherwise have been approved.

16.08 Vacation credits will not accrue during leaves of absence without pay. For greater clarity, leaves of absence without pay include:

- a) Long-Term Disability;
- b) Workplace Safety and Insurance Benefits in excess of six (6) months;
- c) Personal Leaves;
- d) Other unpaid leaves.

It is agreed that this provision will be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

16.09 Transfers from Full-Time

An employee who transfers from Full-Time to Part-Time or Casual will be paid the value of their vacation outstanding as of the date of the transfer based on regular straight time pay.

**ARTICLE 17 – HOURS OF WORK**

17.01 The normal daily tour shall be seven (7) consecutive hours exclusive of an unpaid one (1) hour meal break.

All employees working the normal daily tour shall be entitled to two (2) paid rest periods of fifteen (15) minutes each.

The normal extended tour shall be either eight (8), nine (9), ten (10) or eleven (11) hours exclusive of an unpaid one (1) hour meal break.

EXTENDED TOURS				
Scheduled Shift Duration	Hours Paid	Unpaid Meal Break	Paid Rest Periods	Overtime After
9 hours	8 hours	1 hour	2 x 15 min	8 hours
10 hours	9 hours	1 hour	2 x 15 min	9 hours
11 hours	10 hours	1 hour	3 x 15 min	10 hours
12 hours	11 hours	1 hour	3 x 15 min	11 hours

Should it become necessary to establish shift durations other than as provided in this article, or shifts that extend beyond 9:00 p.m. The Employer will advise the Union work cooperatively to negotiate any amendments to the hours of work or scheduling provisions as contained herein and such an agreement shall not be unreasonably withheld.

17.02 Overtime

Overtime is defined as work that is authorized and worked in excess of the employee's scheduled tour that day or seventy (70) hours per bi-weekly pay period. Overtime will be compensated at the rate of one and one-half (1½) times the regular straight time hourly rate. An employee who is required to work on their scheduled day off shall receive overtime premium of one and one-half (1 1/2) times their regular straight time hourly rate. Overtime may be taken as pay or as time in lieu at the rate of time and one-half (1 ½) at the employee's request. Employees may only accumulate time in lieu of overtime up to three (3) days maximum. Any time off must be scheduled by mutual agreement.

17.03 Flexible Work Schedules

The normal hours for employees who work flexible work schedules will consist of thirty-five (35) hours per week. Employees shall have the ability to work in excess of the normal daily tour referred to in 17.01 above without entitlement to daily overtime but shall retain the entitlement to overtime premium for all approved hours worked in excess of thirty-five (35) hours per week.

- 17.04
- a) The Employer will make every reasonable effort to provide employees with three (3) out of every four (4) weekends off but in no circumstance, unless agreed to by the employee, will an employee working the normal daily tour or a combination schedule be required to work more than two (2) weekends out of every four (4) weekends in which case 17.04 c) will apply.
  - b) No employee working the eleven (11) hour tour will be required to work anymore than every second (2<sup>nd</sup>) weekend.
  - c) An employee will receive premium pay of time and one-half (1½) for all hours worked in excess of those referred to in a) or b) above save and except where:
    - i) such weekend had been worked by the employee to satisfy days off requested by the employee; or
    - ii) such weekend is worked as a result of an exchange with another employee.
  - d) An employee will not be required to work more than six (6) consecutive normal tours. An employee will be paid time and one-half (1½) for their seventh (7<sup>th</sup>) and subsequent consecutive tours until a tour is scheduled off.

An employee working a combination of normal and extended tours shall not be required to work more than five (5) consecutive tours. An employee will be paid time and one-half (1½) for their sixth (6<sup>th</sup>) and subsequent consecutive tours until a tour is scheduled off.

An employee who works a schedule where the majority of their shifts are extended tours shall not be required to work more than four (4) consecutive

tours. An employee will be paid time and one-half (1½) for their fifth (5<sup>th</sup>) and subsequent consecutive tours until a tour is scheduled off.

- e) There shall be no split shifts unless specifically requested by the employee and so long as the schedules of other employees remain consistent with the scheduling provisions contained herein.
- f) Work schedules covering an eight (8) week period will be posted four (4) weeks in advance.
- g) Full time staff will have a minimum of eight (8) days off in any four (4) week cycle. Where staff are scheduled off on a weekend, they shall be scheduled off no less than two consecutive days.
- h) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval by the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable. Employees must immediately be able to perform the full duties of the shift independently.
- i) Requests for lieu days and float holidays shall be made in writing at least three (3) weeks prior to the posting of the schedules. Such requests shall be taken into consideration. Requests with shorter notice may be considered.
- j) Not less than 12 hours off shall be scheduled between shifts.
- k) An employee's schedule may contain shifts that are of differing tour lengths but only to the extent that two (2) different tour lengths are worked in one (1) week.
- l) Employees will not be scheduled to work both December 25<sup>th</sup> and January 1<sup>st</sup> in a Christmas/New Year Holiday period unless requested by the employee.
- m) The parties recognize the intricacies that apply to standard rotation schedules and to scheduling overtime and therefore agree when issues arise to discuss them at the Union/Management Committee.
- n) Casual employees shall submit their availability four (4) weeks prior to the posting of each eight (8) week schedule. Once the schedule is posted, casual employees shall work the shifts for which they are scheduled unless they provide a reason that is acceptable to the Employer. After the schedule is posted casual employees who have not been booked may decline additional work offered by the Employer.

In the event a casual employee does not make herself available at a time when training sessions are offered, the Employer at its sole discretion may require the employee to take the necessary training prior to commencing their work. In this case the Employer will endeavour to make the employee

aware of when training is available and afford every reasonable opportunity to the employee to take such training.

- o) After the schedule is posted, opportunities to work additional shifts will be offered to available regular part-time employees prior to being offered to casual part-time employees. Regular part-time employees will be offered such shifts to a maximum of thirty-five (35) hours per week or seventy (70) hours bi-weekly. Such additional shifts will be offered to the most senior employee who responds by the established deadline.
- p) Notwithstanding Article 17.02, for employees working schedules that include weekend shifts, hours will be averaged over the scheduling period for the purposes of determining entitlement to bi-weekly overtime.

17.05 The Employer will schedule full-time employees using a standard rotation. The Employer will endeavour to provide a minimum of six (6) weeks' notice of any change in the standard rotation.

When posting the schedule for each scheduling team, the Employer shall:

- i) Providing there is work available, all regular part-time employees will be scheduled equitably by seniority up to seven (7) tours or 49 hours biweekly.
- ii) If there are still tours to be scheduled after the procedure in i) above, such tours will be offered on a tour by tour basis to all regular part-time employees, including employees in job sharing arrangement, on the basis of rotating seniority and in accordance with 17.04.
- iii) Where a part-time Employee does not want to be scheduled tours over and above the minimum part-time commitment, or where a part-time Employee wants a limited number of tours over and above the minimum part-time commitment, the employee will indicate this in writing to their Manager.

17.06 It shall be the responsibility of the employee to consult posted work schedules. The Employer will provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours' notice is given personally to the employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.

Notwithstanding the above, a regular part-time or casual part-time employee who agrees to work an additional shift, regardless of the amount of notice given, will not be entitled to time and one-half (1 ½) unless the employee works more than seventy (70) hours in the pay period or the additional shift is worked in addition to a shift already worked within the same calendar day.

Where an employee's shift is cancelled without the required notice on two (2) or more separate occasions prior to working their next shift(s), premium pay under

this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, the employee will be paid two times their straight time hourly rate for all hours worked on that tour.

- 17.07 Nothing in this Article is to be construed as guaranteeing work or any number of hours of work.

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

### 18.01 Shift Premium

- a) An employee who works a shift which begins at or after 1200 noon, shall receive an evening shift premium of \$1.45 for each hour worked on that shift.

### Weekend Premium

- b) Employees working a weekend shift, being defined as all hours between 2400 hours Friday and 0800 hours Monday, shall receive a weekend premium \$1.80 per hour for all weekend hours worked.

It is understood that for Care Coordinators assigned to the regional hospitals the hours to which this premium applies will be 2400 hours Friday until 0700 hours Monday.

### 18.02 On-Call

An employee who is required to remain available to conduct the work of the employer remotely shall receive on-call pay in the amount of \$3.50 per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, the employee shall receive on-call pay in the amount of \$4.50 per hour.

In the event an employee is required to respond to any calls or contact during the on-call shift the employee shall be paid at one and one-half (1.5) times their regular hourly rate for all hours worked. It is understood that this payment shall be paid in increments of fifteen (15) minutes.

### 18.03 Call-back

Where an employee has completed their regularly scheduled tour and is called in to work outside their regularly scheduled working hours, or is required to leave their home under 18.02 above, such employee shall receive time and one-half (1 ½) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half

(1 ½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, the employee will receive time and one-half (1 ½) their regular straight time hourly rate for actual hours worked up to the commencement of the employee's regular shift.

An employee shall be paid the call back/call in rate effective upon receiving the call.

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

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

18.05 When an employee is required to perform the full duties of a higher paid bargaining unit classification, for a full shift or longer, they shall be paid at the level on the grid for the higher paid classification that represents an increase for the employee of at least thirty-five cents (\$0.35) per hour for all time spent performing the duties of the higher classification. A higher paid classification is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.

18.06 Responsibility Payment

Whenever an employee is formally assigned additional team leader responsibility to direct, supervise or oversee work of employees, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular salary.

18.07 An employee required to work two (2) hours overtime or more immediately prior to or following the normal shift shall be provided a meal allowance of \$7.50.

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

18.09 Transportation Allowance

- a) Effective April 1, 2012, those employees who are required to use their automobile to perform their duties for the Employer, shall be reimbursed at the rate of 53¢/km for the first 5000 km per year and 46¢/km for each subsequent kilometer.
- b) Employees receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) inclusive coverage and shall file a certificate of

such insurance coverage with the Employer.

- c) The Employer will reimburse an employee who uses their vehicle in the performance of their duties all costs incurred for parking, excluding parking costs at the employee's primary assigned office.

The Employer agrees to maintain all existing parking arrangements in place with existing lease agreements. In the event of any changes the Employer will provide affected employees with 6 weeks' notice.

For clarity, for parking purposes only, hospitals shall not be considered primary offices for employees assigned to the regional hospitals.

The Employer will not be responsible for reimbursing employees for costs incurred as a result of parking violations or fines.

- d) Where an employee in the course of their employment travels from their residence to a destination which is not their primary assigned office as a first business-related visit or meeting, the employee shall claim as reimbursement the distance which is in excess of the distance travelled from the employee's home to the employee's primary assigned office. The same shall apply to the return trip. Only travel which exceeds the employees regular drive time to or from their residence and the primary assigned office, will be eligible to be calculated as work time.
- e) Where an employee is required to travel between offices of the employer in the course of their day's work the employee shall be paid the kilometrage reimbursement for all travel from their assigned office to the other offices. Travel time will also be included. In the event the employee incurs additional parking expenses for this travel these expenses shall be reimbursed.

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

19.01 The Employer will pay its share of the premiums for the following benefits for full-time employees:

- a) Extended Health Care  
Premiums 100% employer paid;
- i) Reimbursement for prescription drugs that legally require a physician's prescription; Generic covered 100%; 80% reimbursement for name brands if generic substitute exists;
- ii) \$8.50 cap on the dispensing fee per prescription;
- iii) Practitioner services – increase maximum on Massage Therapy to \$500 per benefit year. To be eligible for reimbursement, services must have been prescribed by physician.

- iv) Hearing aid coverage to provide \$500 coverage every 36 months.
- v) Vision coverage \$450/24 month period and include laser surgery.
- vi) Mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a combined total of \$1,200 per calendar year.

Coverage ends at termination/retirement.

b) Dental Insurance

Premiums 80% employer paid, 20% employee paid.

Basic & Major Restorative (effective June 1, 2017, including implants)

services combined maximum \$2500 per person/calendar year

Coverage ends at termination/retirement.

c) Group Life Insurance, AD&D

Premiums 100% employer paid (effective June 1, 2017 1.5 times annual earnings, no maximum).

d) Long Term Disability Insurance

Premiums 100% employer paid;

- i) Elimination period - Long Term Disability benefits will commence on the 175<sup>th</sup> day of disability.
- ii) No LTD benefit will be payable to any employee who becomes disabled due to a condition for which the employee received medical treatment in the 6 months prior to the employee's date of hire unless the employee is treatment free with respect to such condition for a continuous 12 month period during the employee's first 24 months of employment. Such employee shall receive LTD benefits if the employee becomes disabled due to a condition for which the employee did not receive treatment in the 6 month period prior to employment.

Coverage ends at age 65 or termination /retirement if earlier.

19.02

It is understood and agreed that the only obligation of the Employer under Article 19 is to pay the appropriate premium for the particular coverage listed. It is further understood and agreed that the Employer is not an insurer as to any benefits available. Any dispute over the payment of benefits with respect to LTD or any of the benefits outlined in Article 19 is between the employee and the third party insurer. It is understood and agreed that such programs are subject to the terms and conditions of any governing master policy or statutory requirement.

In the event the Employer is unable to secure Long Term Disability coverage in the marketplace, the Employer will advise the Union.

- 19.03 Employees who are on layoff may continue to participate in benefit plans, with the exception of Short and Long Term Disability, at their request, provided they make arrangements for payment of full premiums and provided the employee retains recall rights.
- 19.04 The Employer shall provide employees with access to information outlining all of the current provisions in all benefit plans.
- 19.05 The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP plan). Enrollment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that Plan.
- 19.06 The Employer may substitute another carrier for any of the foregoing plans provided that the levels of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.07 Part-time Benefits

Part-time, temporary and casual employees shall be paid twelve percent (12%) in lieu of fringe benefits (health, dental, life, AD&D, LTD, pension, holiday pay). Notwithstanding the foregoing, all part-time, temporary and casual employees may, on a voluntary basis, enroll in the pension plan when eligible in accordance with its terms and conditions. For such employees who are members of the pension plan, the percentage in lieu of fringe benefits will be reduced by the cost of the pension plan.

Regular part-time employees may opt to participate in the extended health and dental plans provided the employee pays 100% of the premium.

**ARTICLE 20 – SICK LEAVE AND LTD**

- 20.01 Sick leave is payable when a full-time employee is unable to perform his/her job duties due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of sick leave benefits is for the sole and only purpose of protecting employees against the loss of income during such time of disability.
- 20.02 Sick leave for regular full-time employees shall be paid from the first (1<sup>st</sup>) day of disability for up to fifteen (15) weeks for every unrelated incident of disability. The amount of sick leave benefit payable is based on service according to the following:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>60% SALARY</u>
During probationary period	n/a	n/a

Completion of probation to 1 year	0 weeks	15 weeks
1 year but less than 2 years	1 weeks	14 weeks
2 years but less than 3 years	2 weeks	13 weeks
3 years but less than 4 years	3 weeks	12 weeks
4 years but less than 5 years	4 weeks	11 weeks
5 years but less than 6 years	5 weeks	10 weeks
6 years but less than 7 years	6 weeks	9 weeks
7 years but less than 8 years	7 weeks	8 weeks
8 years but less than 9 years	8 weeks	7 weeks
9 years but less than 10 years	9 weeks	6 weeks
10 years but less than 11 years	10 weeks	5 weeks
11 years but less than 12 years	11 weeks	4 weeks
12 years but less than 13 years	12 weeks	3 weeks
13 years but less than 14 years	13 weeks	2 weeks
14 years but less than 15 years	14 weeks	1 weeks
Over 15 years	15 weeks	0 weeks

An absence is considered to be a continuation of a previous incident if it occurs within one (1) month of the previous incident.

20.03 The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to return to full or modified work.

20.04 a) The Employer shall have the right at any time to require that an employee who is absent on account of illness be examined and reported upon by the employee's legally qualified attending physician. Such note shall contain sufficient information to verify the legitimacy of the absence.

b) In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an employee, the Employer and the Union shall have a meeting to discuss the need for an independent medical assessment. At this meeting the Employer and the Union shall attempt to agree on a physician to perform the medical assessment. Where the parties are unable to agree the Employer shall provide the names of

three (3) practitioners from which the member and their physician shall pick one to perform the assessment.

- 20.05 The Employer shall reimburse an employee for the full cost of any medical certificate that is required by the Employer.
- 20.06 Short term sick leave may be substituted for planned vacation when an employee's vacation has been interrupted due to the employee being hospitalized. This will be subject to satisfactory proof of hospitalization such as an attending physician's report.
- 20.07 The employee may make a claim for sick leave coverage under the Employment Insurance program for the period of time between the expiry of short term disability coverage and the commencement of long term disability coverage.
- 20.08 An employee who is on a short term modified work program is not considered to be actively at work. Any subsequent illness during the period of modified work is considered to be a continuation of the original disability. In the case of LTD benefits, this will be administered in accordance with the terms of the LTD plan. The Employer has no obligation with respect to the LTD plan beyond the payment of premiums. The employer will notify the Union of employees who have been provided with the LTD package.
- 20.09 Where an employee is determined by the LTD carrier to be totally disabled from performing the duties of any occupation, the employee shall be required to apply to HOOPP and CPP for available disability pension coverage.
- 20.10 An employee absent due to illness or disability shall notify their Supervisor or designate of their inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made no later than one (1) hour before the start of the employee's scheduled shift.
- 20.11 An employee returning to work following an absence due to sickness or disability shall notify their Supervisor or designate as far in advance as possible. The Employer reserves the right to require medical evidence during the employee's absence identifying the expected date of return and/or fitness to work.
- 20.12 An employee who is absent from work as a result of a compensable illness and/or injury under the *Workplace Safety and 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.
- 20.13 It is agreed that whenever an employee shall recover from a third party (save and except any self insured benefits) any amount claimed for loss of wages or sick leave in accordance with 20.01 and 20.02 above, the employee shall repay to the employer forthwith. The equivalent amount of any sick leave which may have been deducted shall be restored to such employee. It is understood that this article constitutes a written authorization within the meaning of Section 13(3) of the Employment Standards Act and provides a formula for determining the specific

amount that may be subject of the authorization within the meaning of Section 13(5) a) of the Employment Standards Act.

20.14 Each prospective employee is required to submit a Health Exam report, including TB screening, completed to the satisfaction of the Employer, after an offer of employment is made but prior to commencing active service for the Employer.

20.15 Early and Safe Return to Work

- a) The parties recognize their duties and obligations under the *Ontario Human Rights Code* with respect to accommodating disabled employees. In this regard, the Union and Employer will cooperate in facilitating the return to work of disabled employees.

The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

The Employer and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

It is agreed that employees will be entitled to Union representation at all times during the Return to Work process. The Employer will advise the employee of this right. If the employee wishes to waive their right to union representation, the employee shall advise both the Employer and the Union.

- b) The Employer agrees to provide the employee and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- c) A disabled employee who has obtained medical clearance from their treating physician to return to work will provide the Occupational Health Specialist with this verification of their ability to return to work including information regarding any restrictions. The Occupational Health Specialist will advise the manager when the employee is cleared to return to work. It is understood that the Occupational Health physician is not the treating physician for the disabled employee. The Employer shall have the right to require the employee to undergo an independent medical evaluation at the Employer's expense.

Note: It is understood that, should the Employer no longer retain the services of an Occupational Health Specialist, the reference in this Article will be deemed to refer to the appropriate Human Resources designate. It is further understood that this Human Resources designate will adhere to any and all privacy legislation.

- d) When a returning employee is in need of modified work or a permanent accommodation the Employer will notify the Union and will provide to them the information obtained under c) above.

- e) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such an employee will remain on the list of employees requiring permanent accommodation provided under a) above. Once an employee has been offered appropriate permanent accommodation they will be removed from the list of employees requiring permanent accommodation. The Employer will advise the Union of offers of permanent accommodation.

#### 20.16 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.

### **ARTICLE 21 – JOB SHARING**

- 21.01 Two employees may request to job share one of their full-time positions. Such job sharing requests, submitted in writing, shall be considered on an individual basis. Such requests shall not be unreasonably denied.
- 21.02 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and their Supervisor.
- 21.03 The above schedule shall conform with the scheduling provisions of the Collective Agreement.
- 21.04 The job sharers involved will have the right to determine which partner works on a scheduled paid holiday and job share partners shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- 21.05 Should one job sharing partner be absent for any period the remaining partner shall be offered the opportunity to cover the additional hours. Should the absence be greater than three (3) months duration, and should the partner choose not to fill the remaining hours, that portion of the job share position shall be posted. In the event the Employer is unable to fill the vacant job share position, the Employer may suspend the job sharing arrangement until the position can be filled.
- Job sharers are expected to co-ordinate their vacation requests and will endeavour to cover each other during planned absences.
- 21.06 The job sharing arrangement shall not result in additional costs to the Employer which would not have been required in the absence of the job sharing arrangement.

- 21.07 Job sharers shall be treated as regular part-time employees for the purposes of benefits, overtime, paid holidays, vacation pay, and sick leave.
- 21.08 The Employer, the Union, or either of the job sharers may terminate the arrangement by giving one (1) month's written notice to the other parties.
- 21.09 In the event the Employer, the Union, or one of the employees terminates a job sharing arrangement.
- a) If the Employer or the Union is terminating the job share arrangement, the more senior of the two job sharers shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The more junior employee will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement.
  - b) In the case of one of the job sharers terminating the job sharing arrangement, the employee who did not terminate the job sharing arrangement shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The employee who terminated the job sharing arrangement will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement.
  - c) If one of the job sharers leaves the arrangement by way not contemplated by a) or b) above, their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to an available part-time position for which they are qualified.
- 21.10 When a full time position becomes available and no internal full time or regular part time candidates apply for the position, the employer may consider, at time of posting, an Expression of Interest made by existing job share partners.

## **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 their 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 their 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 their Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.

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

- 22.04 If a Regulated Health Professional or Registered Social Worker is advised or notified that they are not a member in good standing with the 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 their Registration has been reinstated, they shall be reinstated to their 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 Payroll will be issued by direct deposit on a bi-weekly basis. The Union will be notified six (6) weeks in advance of any changes to pay dates. Pay stub information will be provided electronically to each employee and will include the balance of vacation time and compensating time up to date. Where there are pay errors equal to or greater than four (4) hours pay caused by the Employer, employees will be reimbursed within three (3) working days. Such request is to be submitted through the immediate supervisor.

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

- 22.07 The Employer will not require employees to utilize their personal equipment (i.e., cellular phones) when conducting out-of-office business for the Employer such as but not limited to home visits. For greater clarity, this does not apply to personal vehicles.

- 22.08 Influenza Vaccine

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

- 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 offer vaccinations during regular 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, they may be placed on an unpaid leave of absence during any influenza outbreak in the community or hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid.
- f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not 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*.

22.09 The Employer agrees to provide a minimum of five million (\$5,000,000.00) per incident liability insurance at no cost to the employees.

22.10 The Employer agrees to provide and maintain WSIB coverage for all Employees.

22.11 In recognition of the importance of protecting the interests of the vulnerable client population we serve, employees interacting directly with patients are required to submit evidence of a satisfactory Vulnerable Sector Screening, and all other employees will submit evidence of a satisfactory criminal reference check, on hire. Vulnerable Sector Screening is additionally required every three years thereafter. The employee is responsible for paying the cost of the initial criminal reference check on hire and the Employer will pay the cost of any subsequent

criminal reference or Vulnerable Sector Screening checks.

- 22.12 A bulletin board will be made available for the sole use of the Union at each main office.

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

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

- 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 Employees with related experience which in the opinion of the Employer adds to the value of the employee's service will be credited by the Employer with one (1) annual service increment for each year of experience up to the maximum of the salary grid. Such opinion shall not be exercised in an unreasonable or arbitrary manner.

Claim for previous experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the employee's date of hire. The employee shall co-operate with the Employer by providing verification of previous experience so that their previous experience may be determined and evaluated during the probationary period.

### **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 them 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 2) 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 Director 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.

**ARTICLE 25 – ORIENTATION AND IN-SERVICE**

25.01 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the employee to assume satisfactorily the duties of such position. A request by such an employee for orientation shall not be unreasonably denied.

**ARTICLE 26 – DURATION AND RETROACTIVITY**

26.01 This Agreement shall continue in effect until March 31, 2024 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.

26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

Dated at Markham, Ontario, this 10<sup>th</sup> day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

Andrea Farwell

Josh Legere  
Labour Relations Officer

Richlyn Lorimer

Cathy Franklin

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**SCHEDULE "A"****SALARY SCHEDULE**

<b>BAND 1</b>								
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>						
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Nurse Practitioner	01-Apr-22	58.70	60.61	62.55	64.52	66.60	69.59	70.79
	01-Apr-23	60.47	62.43	64.43	66.46	68.60	71.68	72.92

<b>BAND 2</b>								
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>						
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Care Coordinator								
Client Application Assessment Coordinator	1-Apr-22	40.56	42.18	43.78	45.45	47.03	47.66	49.07
Mental Health & Addictions Nurse Orientation Coordinator RAI Coordinator Rapid Response Nurse Telehomecare Nurse	1-Apr-23	41.78	43.45	45.10	46.82	48.45	49.09	50.55

<b>BAND 3</b>								
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>						
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Systems Analyst	1-Apr-22	36.05	37.27	38.11	40.03	41.78	43.71	45.03
	1-Apr-23	37.14	38.39	39.26	41.24	43.04	45.03	46.39

<b>BAND 4</b>								
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>						
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Care Connector Contracts Coordinator Payroll Administrator Placement Facilitator Systems Technician	1-Apr-22	33.15	34.21	35.36	36.55	37.73	38.89	40.03
	1-Apr-23	34.15	35.24	36.43	37.65	38.87	40.06	41.24

<b>BAND 5</b>							
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>					
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Community Relations Specialist Health Records Technician Info & Referral Assistant Quality Improvement Analyst	1-Apr-22	29.24	30.14	31.31	32.56	33.75	34.93
	1-Apr-23	30.12	31.05	32.25	33.54	34.77	35.98

<b>BAND 6</b>							
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>					
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Scheduler	1-Apr-22	25.50	26.39	27.35	28.24	29.42	30.60
	1-Apr-23	26.27	27.19	28.18	29.09	30.31	31.52

<b>BAND 7</b>							
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>					
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Accounts Payable Clerk	1-Apr-22	25.67	26.52	27.40	28.30	29.24	30.23
	1-Apr-23	26.45	27.32	28.23	29.15	30.12	31.14

<b>BAND 8</b>							
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>					
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Help Desk Technician	1-Apr-22	24.71	25.62	26.56	27.46	28.64	29.81
	1-Apr-23	25.46	26.39	27.36	28.29	29.50	30.71

<b>BAND 9</b>							
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>					
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Team Assistant	1-Apr-22	23.62	24.54	25.47	26.37	27.55	28.72
	1-Apr-23	24.33	25.28	26.24	27.17	28.38	29.59

<b>BAND 10</b>							
<b>Classification</b>	<b>Date</b>	<b>Wage Schedule (Hourly)</b>					
		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Facilities Clerk Health Records Clerk	1-Apr-22	21.55	22.73	23.91	25.05	26.22	27.40
	1-Apr-23	22.20	23.42	24.63	25.81	27.01	28.23

**NOTE:** Students hired for school breaks will be paid at 75% of the applicable start rate for the first year, 80% of the applicable start rate in the second year, and, 85% of the applicable start rate in the third year.

<b>BENEFITS PLAN SUMMARY</b>	
<b><u>Life Insurance</u></b>	
Premium	100% Employer Paid
Amount	1.5x annual earnings
Max	No Cap
Termination	65 Years Old or retirement, whichever is earlier
<b><u>AD&amp;D</u></b>	
Premium	100% Employer Paid
Amount	1.5x annual earnings
Max	No Cap
Termination	65 Years Old or retirement, whichever is earlier
<b><u>Long Term Disability</u></b>	
Premium	100% Employer Paid
Monthly Benefit	60% of monthly earnings
Monthly Maximum	\$3,000
Termination	65 Years Old or retirement, whichever is earlier
<b><u>Extended Health Care</u></b>	
Premium	100% Employer Paid
<b><u>Payment of Drug Claims</u></b>	
Prescription Drugs Dispensing Fee	\$8.50 per prescription
Prescription Drugs (Generic)	100% of Eligible Expenses
Prescription Drugs (Brand Name – if Generic substitute exists)	80% of Eligible Expenses
Hearing Aids	\$500 every 36 consecutive months per Covered Person
<b><u>Vision Care</u></b>	
Vision Care – Includes laser surgery	\$450 every 24 consecutive months per Covered Person
Eye Exam	One eye examination by an ophthalmologist or optometrist once every 24 consecutive months and once every 12 consecutive months for covered dependents under the age of 18
<b><u>Professional Services</u></b>	
Psychologist, Registered Psychotherapist or Social Worker (MSW)	\$1,200 combined total per calendar year
Physiotherapist combined with Certified Athletic Therapist	\$500 per Covered Person per calendar year
Massage Therapist	\$500 per Covered Person per calendar year
Chiropractor	\$250 per Covered Person per calendar year plus one x-ray per calendar year
Termination	Resignation or retirement
<b><u>Dental Care</u></b>	
Premium	80% Employer Paid 20% Employee Paid
Dental Fee Guide	1 year lag
Basic Services	100% Eligible Expenses Covered \$2,500 per Covered Person per calendar year combined with Major Services
Major Services - Includes implants	75% Eligible Expenses Covered \$2,500 per Covered Person per calendar year combined with Basic Services
Orthodontic Services	50% Eligible Expenses Covered

	\$1,500 lifetime maximum per Covered Person
Termination	Resignation or retirement

**Note:** *For specific benefit information and limitations, refer to the benefit provisions found in the group benefits plan booklet.*

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

<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b>			
<b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>			
ONA LOCAL SECTION LOCALE DE L'AIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP 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 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

**APPENDIX 2 - PROFESSIONAL RESPONSIBILITY REPORT FORM**

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

**SECTION 1: GENERAL INFORMATION**

Name(s) Of Employee(s) Reporting: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Site: \_\_\_\_\_  
 Team/Area/Program: \_\_\_\_\_  
 Date of Occurrence: [Click here to enter a date.](#) Start Time: \_\_\_\_\_ Duration Time: \_\_\_\_\_  
 Hours Worked: \_\_\_\_\_ On Call/Ext. Hrs. \_\_\_\_\_ Supervisor at time of Occurrence: \_\_\_\_\_  
 Date submitted [Click here to enter a date.](#) Time Submitted: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

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

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

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

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

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

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



**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.

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

**SECTION 8: RESOLUTION/OUTCOME**

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

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

Signatures:

**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.

**LETTER OF UNDERSTANDING**

**Between:**

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

**And:**

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

**RE: PART-TIME BENEFITS**

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Part-time employees who are currently enrolled in the benefits plans shall be permitted to continue benefit coverage, excluding long-term disability benefits. For these grand-parented employees, the Employer will contribute 50% of the premiums. This right ceases when the employee changes their status or opts for percent-in-lieu of benefits. Employees who opt to continue to participate in the benefit plans will not receive percent-in-lieu of benefits. Statutory holidays will be paid in accordance with the *Employment Standards Act*.

For greater clarity, this applies to the following employees:

Berges-Amina, Angela

Dated at Markham, Ontario, this 10<sup>th</sup> day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

Andrea Farwell

Josh Legere  
Labour Relations Officer

Richlyn Lorimer

Cathy Franklin

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**LETTER OF UNDERSTANDING**

**Between:**

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

**And:**

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

**RE: SELF SCHEDULING GUIDELINES FOR HOSPITAL SITES**

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The Union and the Employer support the concept of self-scheduling in hospital sites. Should the Employer or the employees wish to implement self-scheduling in a particular hospital site, they shall do so according to the following criteria, initially on a pilot basis:

- a) Eighty percent (80%) of the employees must indicate to the Employer their willingness to participate in self-scheduling prior to the commencement of the pilot.
- b) If eighty percent (80%) of the employees indicate a willingness to participate in self-scheduling, all employees in that hospital location will be expected to participate in the pilot for the six month period.
- c) The pilot period shall be for six (6) months, after which the full-time and part-time employees will again indicate by an eighty percent (80%) vote their desire to continue or discontinue self-scheduling. This will form part of the evaluation of the self-scheduling pilot.
- d) Employees participating in the self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days. This activity must not interfere with the performance of the employees' duties.
- e) The prepared schedules must comply with the scheduling requirements of the collective agreement and shall be submitted to the manager for review and approval to ensure that appropriate coverage is maintained.
- f) Self-scheduling may be cancelled by either the Employer or the Union upon a minimum of eight (8) weeks written notice to the other party.
- g) Self-scheduling shall comply with all the provisions of the collective agreement.

Dated at Markham, Ontario, this 10<sup>th</sup> day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

Andrea Farwell

Josh Legere

Labour Relations Officer

Richlyn Lorimer

Cathy Franklin

**LETTER OF UNDERSTANDING**

**Between:**

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

**And:**

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

Whereas the normal daily tour shall be seven (7) consecutive hours exclusive of an unpaid one hour meal break and;

Whereas the normal extended tours shall be either eight (8) nine (9) ten (10) or eleven (11) hours exclusive of an unpaid one hour meal break and;

Provided there is at least one Full time Facilities Clerk position at each location the parties agree for the duration of this Collective Agreement that an additional Part Time Facilities Clerk working a minimum of five (5) consecutive hours shall be permitted at each site.

This does not limit the use of seven (7) hour Part Time employees, other than what is outlined in the Collective Agreement

During the 5 hour shift staff will be entitled to a one (1) fifteen minute rest period

Dated at Markham, Ontario, this 10<sup>th</sup> day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

Andrea Farwell

Josh Legere  
Labour Relations Officer

Richlyn Lorimer

Cathy Franklin

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