

COLLECTIVE AGREEMENT

B E T W E E N:

ERIE ST. CLAIR LOCAL HEALTH INTEGRATION NETWORK
(Hereinafter referred to as “the Employer”)

A N D:

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

Expiry date: 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 patients 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 bargaining agent for all Nurses and Allied Health Professionals employed by the Erie St. Clair Local Health Integration Network (LHIN) operating as Home and Community Care Support Services (HCCSS) Erie St. save and except Patient Services Managers and persons above the rank of Patient Services Manager.

- 2.02 All references to Officers, Representatives, and Committee members in this Agreement shall be deemed to mean Officers, Representatives and Committee members of the Erie St. Clair Local Health Integration Network (LHIN) operating as Home and Community Care Support Services (HCCSS) Erie St. Clair bargaining unit of the Ontario Nurses' Association.

- 2.03 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass directly to and from the Director of Human Resources, or any person appointed to act in her/his place and one of the elected Officers of the Union, whose names shall be submitted to the Director of Human Resources.

- 2.04 On commencing employment, an Employee's Patient Services Manager, or designate, shall introduce the new Employee to a designated Officer of the Union. The designated Officer of the Union shall be allowed fifteen (15) minutes per Employee, within regular working hours and during an Employee's orientation period, to acquaint the Employee with the Union. The Employer shall schedule these interviews.

- 2.05 (a) A "full-time Employee" is one who is employed on a full-time basis, who regularly works the standard full-time hours per week as defined by this Collective Agreement.
- (b) A "part-time Employee" is one who is employed to work less than the standard hours per week as specified in this Collective Agreement.

- 2.06 The word "Employees", when used throughout this Agreement, shall mean persons employed by the Employer and covered by this Agreement.
- 2.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary pronoun where the context so requires. Where the singular is used, it may also be deemed to mean the plural where the context so requires.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the workplace and the direction of the workforce are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discharge Employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) Determine job rating or classification, the hours of work, work assignments and the methods of doing the work;
 - (d) Put into effect, enforce and alter reasonable rules and regulations governing the conduct of the Employees; and
 - (e) Generally to manage the Employer's operation and, without restricting the generality of the foregoing, plan, direct and control operations, determine the number of personnel required from time-to-time, the standards of performance for all Employees, the methods, procedures and materials used, schedules of work and all other matters concerning the Employer's operation not otherwise dealt with elsewhere in this Agreement.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 – RELATIONSHIP

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by

any of their representatives with respect to any Employee because of the Employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her/his or his rights under the Collective Agreement.

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

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

- 4.02 It is agreed that there will be no discrimination by either party or by any of the Employees covered by this Agreement on the basis of race, creed, colour, place of origin, citizenship, ancestry, sex, sexual orientation, marital status, family status, age, ethnic origin, gender identity, gender expression, disability or any other factors not pertinent to employment.

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

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

- (a) "Every person who is an Employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender, identity, gender expression, age, record of offences, marital status, family status or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2).
- (b) "Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another Employee," ref: *Ontario Human Rights Code*, Sec. 7 (2).
- (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (d) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the Employee during her or his orientation period.

- (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (f) Where an Employee believes that she or he has been harassed contrary to this provision, she/he may file a grievance under Article 6 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 eight (8) 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 two (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 six (6) Employee representatives appointed by the Union and six (6) 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 Grievance Committee

The Employer will recognize a Grievance Committee(s) of six (6), one of whom shall be the chair. Only three grievance members and the Bargaining Unit President can attend grievance meetings at any time. 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.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.

- (h) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to Employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (j) The Employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (k) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.07

Workplace Violence

- (a) "Workplace violence" means:
 - i) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
 - ii) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
 - iii) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

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

The Employer will develop and maintain policies and procedures to deal with workplace violence 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 patient or patient family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- (d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with Section 52(1) of the *OH&S Act and Regulations*.

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

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

6.10 It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings.

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

6.11 (a) Modified Work

When it has been medically determined that an Employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with the Employee, Bargaining Unit President or designate, and the Staff Representative of the Ontario Nurses' Association, if available, to discuss the circumstances surrounding the Nurses' disability. If the Employee is absent from work, the meeting may occur prior to the Employee returning to work. When the terms and conditions of the program have been agreed upon, the Employer will confirm such terms and conditions to the Employee, in writing.

The Employer will provide modified work to Employees where appropriate and required by law.

In order to enable an Employee to return to work following a long term illness or disability, job posting requirements may be waived

with the written consent of the Labour Relations Officer and the Employer.

- (b) The Employer will notify the Ontario Nurses' Association of the names of all Employees off work due to work-related injury (whether or not the Employees are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (c) The Employer agrees to supply the Union and the Employee with a copy of the Workplace Safety & Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) within twenty-four (24) hours of mailing to WSIB.
- (d) If an Employee becomes disabled with the result that she/he is unable to carry out the regular functions of her/his position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continued employment.

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 an e-mail notification to ONA advising them that an Electronic File Transfer (EFT) payment has been sent to their account, confirming the direct deposit of related due funds for the dues so deducted in the month following the month in which the dues are deducted.

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

7.02 T-4 Slips

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

7.03 Indemnification

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

7.04 New Employees

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

On or before the commencement of her/his 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 (12) 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 by telephone for such meeting.

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

- 8.14 The release of a probationary Employee shall not be subject to the grievance procedure unless the probationary Employee is released for:
- (a) Reasons which are arbitrary,
 - (b) Exercising a right under this agreement,
 - (c) Discriminatory, or

- (d) Bad faith.

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

8.15 Discharge Grievance

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

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

ARTICLE 9 – SENIORITY AND SERVICE

- 9.01 (a) Service and seniority for full-time Employees will be based on continuous full-time employment from date of last hire.
- (b) Service and seniority for part-time Employees will be based on paid hours accumulated since the date of last hire.
- (c) Service and seniority for casual Employees will be based on paid hours accumulated since the date of last hire.
- (d) Employees who have an alternate service accrual resulting from a predecessor Employer prior to the establishment of the three (3) previous LHINs will have the alternate service accrual identified on the seniority list posted in accordance with Article 9.03 in an additional column identified as “Alternate Service Accrual”.

9.02 Probationary Period

Employees newly hired into the bargaining unit shall be considered to be on probation for a period of one (1) year or nine hundred and seventy-five (975) hours worked, whichever occurs first. After the probationary period, the Employee shall be credited with seniority from the date of hire. Where the Employer requests an extension of the probationary period, it will provide notice to the Bargaining Unit President at least seven (7) calendar days prior to the expiration of the initial probationary period. The probationary period will only be extended with the written consent of the Employer, the Bargaining Unit President and the probationary Employee. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months and the Employer will advise the Employee and the Bargaining Unit President with written reasons for the basis of the

extension. A defined learning plan will be mutually developed for the Employee's professional growth.

- 9.03
- (a) Separate seniority lists will be maintained for full-time, part-time and casual Employees. Seniority lists will be posted on the intranet by the pay period immediately following the last pay in March and the last pay period of September in each calendar year. For information purposes only, the names of probationary Employees shall be included in the applicable seniority list. The Employer shall send an email to all staff to advise once the seniority list has been posted.
 - (b) Seniority lists will show each Employee's date of hire, site location, position, and seniority will be expressed in hours.
 - (c) In the event Employees within the bargaining unit have identical seniority, their names will be listed on the seniority list based on the following order:

1. Date of offer of employment; if that is identical then by;
2. Date of acceptance of employment; if that is identical then by;
3. Alphabetical order.

Should #3 be the deciding factor and the Employee's name change during the course of her/his employment, she/he will maintain her/his position on the seniority list and her/his former name will be identified in parentheses.

- (d) Seniority lists will be provided to the Bargaining Unit President at the time they are posted in electronic format.
- (e) Complaints alleging an inaccuracy on the seniority list shall be made in writing to the Director of Human Resources within one (1) month of the posting of the seniority list. If no written complaint is received within this time frame, the seniority list will be considered accurate for the duration of that seniority list (6 months). Where an Employee has been off work on an extended leave (i.e. sick leave, maternity/parental leave, etc.) the written complaint is to be received within one (1) month of her/his return to work.

- 9.04
- (a) In the event a full-time Employee obtains a part-time or casual Employee position, or vice versa, the Employee will transfer her/his full service and seniority to the part-time or casual position, or vice versa, on the basis of one (1) year of full-time service or seniority equals fifteen hundred (1500) hours of part-time or casual service or seniority.

Full-time, part-time or casual service or seniority shall not precede the Employee's date of hire. An Employee cannot accumulate more than the equivalent of one year's full-time seniority in any consecutive twelve (12) month period, notwithstanding the number

of hours the Employee works in that consecutive twelve (12) month period.

Prior to July 1, 2007 there were a number of different conversion formulas for each of the previous three (3) bargaining units. These conversion formulas are identified in Appendix “E”.

- (b) No Employee can be listed on more than one (1) seniority list at the same time.
- (c) Seniority lists will only be integrated for the purposes of:
 - i) Vacation selection within each Employer site in accordance with Article 16.05 (c);
 - ii) Layoff within the bargaining unit in accordance with Article 11.03.
- (d) Casual Employees will only accrue seniority for the purposes of job postings and advancement on the salary grid. Casual Employees cannot utilize their seniority for any other purposes under the Collective Agreement.

9.05 Seniority shall be retained and accumulate when an Employee is absent from work, under the following conditions:

- (a) When on leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of paid or unpaid sick leave;
- (d) When in receipt of WSIB Benefits;
- (e) When on pregnancy or parental leave;
- (f) When on Long Term Disability.

This clause will be interpreted in a manner consistent *with Human Rights Code and Employment Standards Act*.

9.06 Seniority shall be retained but not accumulate when an Employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) For a period of twenty-four (24) months after layoff.

This clause will be interpreted in a manner consistent with *Human Rights Code* and *Employment Standards Act*.

9.07 An Employee shall lose all service and seniority and shall be deemed to have quit if she/he:

- (a) Voluntarily leaves the employ of the Employer, or retires;
- (b) Is discharged and not reinstated through the grievance or arbitration procedure;
- (c) Is laid off continuously for a period of more than twenty-four (24) months;
- (d) Is absent from work without prior permission for three (3) consecutive working days unless a satisfactory reason is given;
- (e) Fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) Fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail to her/his last known address as shown on the Employer's records.

This clause will be interpreted in a manner consistent with *Human Rights Code* and *Employment Standards Act*.

9.08 Work of the Bargaining Unit

Work normally performed by members of the bargaining unit shall not be performed by persons outside the bargaining unit if this causes full-time and part-time Employees in the bargaining unit to work fewer than their normal hours, be laid off, or to be terminated. This provision does not apply to an emergency or to work performed for the purpose of experimentation or instruction.

The Employer agrees to inform and discuss with the representatives of the bargaining unit, at the Union-Management Meeting, of any contract work that is planned to be contracted out.

9.09 Any Employee who takes a temporary management assignment for a period not to exceed twelve (12) calendar months shall have her/his seniority frozen at the time the temporary management assignment commenced. Upon completion of the temporary management assignment, the seniority held at the time of her/his temporary transfer will be reinstated and accumulation will again commence. Employees in any temporary management assignment will not pay Union dues and will not have any rights under the terms of this Collective Agreement. The twelve (12) month

time frame may be extended by mutual agreement of the Union and the Employer, such agreement to be in writing. Where the Employee is in the assignment for more than twelve (12) months and the period is not extended by written agreement of the parties, the Employee will lose all seniority within the bargaining unit. For the purpose of back filling pregnancy/parental leave only, the period may be extended for up to twenty (20) months.

An Employee must remain in the bargaining unit for a period of at least three (3) months from the date of her/his return to the bargaining unit before transferring out of the bargaining unit again or she/he will lose all seniority held at the time of the subsequent transfer.

ARTICLE 10 – JOB POSTING

- 10.01 (a) The Employer will post notice of all permanent vacancies, new positions established within the bargaining unit or changed positions within the bargaining unit for a period of seven (7) calendar days excluding paid holidays. Vacancies created by the filling of an initial vacancy within the bargaining unit shall be posted for a period of five (5) working days, excluding paid holidays. The posted notice of the permanent vacancy or any new or changed positions will identify the geographic area (Sarnia, Chatham, Windsor, or cross-site), hours of work, Employer site (Sarnia, Chatham, Windsor, or cross-site) team and any other information applicable to the posting. If the work is Hospital(s), the Hospital(s) and shift(s) to be worked will be identified in the posting. In the case of a new position, a copy of the job description will accompany the posting. Where a bargaining unit position has changed, the Employer and the Union may agree that the position not be posted. Employees wishing to be considered for such positions, or vacancies, shall make written application within the posting period to the Director of Human Resources, or her/his Designate. Employees will be provided orientation as appropriate when posting to or assigned to a position.
- (b) Employees shall be selected for posted positions on the basis of their skill, ability, experience, qualifications as established by the Employer. Where these factors are relatively equal among the Employees considered, the senior applicant will be given the job.
- (c) Employees may make a written request for transfer by filling out an Application for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and posted position(s) the Employee is applying for. Employees will be permitted to provide an Application for Transfer form to the Employer prior to going on an absence from the workplace indicating what positions they wish to be considered for during such absence and must provide a contact number and email address, if available, the Employer can use to contact them during her/his absence should a

posting arise. Employees may choose up to three (3) positions that they wish to be considered for during their absence.

- (d) Should there be no suitable applicant from within the bargaining unit; the Employer may hire an Employee from outside the bargaining unit.
- (e) The name of the successful applicant will be posted by the Employer once the successful applicant(s) has accepted and the unsuccessful applicant(s) has been notified. At the request of the Employee, the Employer will discuss with unsuccessful applicants ways in which they can improve for future posting.
- (f) An Employee who is the successful applicant for another position within the bargaining unit shall be given a familiarization period of up to three (3) calendar months to establish that the Employee is capable of performing the duties and responsibilities of the position. Upon successful completion of the familiarization period, the Employee shall be confirmed in the position. In the event the successful applicant proves unable to perform the duties in the new position during the three (3) month familiarization period, or if the Employee is unwilling to continue in the new position within the three (3) month familiarization period, the Employee can elect to return to her/his former position and salary without loss of seniority provided the position still exists. Any other Employee promoted or transferred as a result of the original posting shall also be returned to their former position and salary without loss of seniority, and (h) below will no longer apply for that promotion or transfer. For the purposes of this article, a new district or moving within hospital sites does not constitute "another position."
- (g) Each member of the bargaining unit may only hold one position in the bargaining unit.
- (h) An employee who has accepted a posted permanent position may not be considered for another position until nine (9) months from date of acceptance. This article will not apply to any employee applying for a position to change their status from full-time to part-time or vice versa.
- (i) A copy of all job postings be available electronically to the Bargaining Unit President.
- (j) Postings that remain unfilled for a period of six (6) months from the date of the original posting will be reposted pursuant to (a) above, provided the Employer still requires the position to be filled.

10.02 Temporary Vacancies

- (a) The Employer shall have the right to fill the vacancy or new positions on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned. All vacancies which are not expected to exceed sixty (60) calendar days which may include vacancies caused due to illness, accident, and leaves of absence may be filled at the discretion of the Employer.
- (b) Vacancies, which exceed sixty (60) calendar days, including maternity/ parental leaves, and which may include vacancies caused due to illness, accident and leaves of absence will be posted and filled according to Article 10.01 of this Agreement.
- (c)
 - i) All Employees will be considered for temporary full-time and part-time vacancies. Employees who have accepted an offer of a temporary position may not be considered for further temporary vacancies until they have completed this temporary vacancy or unless the new temporary vacancy commences after the current temporary vacancy will be completed.
 - ii) Employees must be available to work the entire period of the temporary vacancy to be considered under a) or b) above. Employees awarded temporary vacancies will be provided with education and skill upgrades as required, in addition to general orientation to the position as necessary. However, in the event the temporary vacancy is subsequently posted as a permanent position, such training shall not be considered in determining which Employee shall be awarded the permanent position. Nothing in this provision precludes an Employee from returning to her/his permanent position at any time while working in a temporary vacancy. Such employee shall be prevented from applying for another temporary position until thirty (30) days have elapsed from the date returned to their position, unless they return following the conclusion of the temporary assignment.
- (d) Upon completion of the any temporary vacancy, an Employee shall be reinstated to her/his permanent position. Where the Employee's position has been discontinued, it will be treated as a layoff and the Employee will be afforded all rights under Article 10.
- (e) The parties may agree to the establishment of temporary positions outside the provisions in Articles 10.02(a) and (b) above for a defined period of time not to exceed twelve (12) calendar months or up to twenty (20) months for the purposes of back filling pregnancy/parental leave only, which agreement shall not be unreasonably withheld. All temporary positions will be agreed to in

writing and will be posted and filled according to Article 10.01 and will be governed by the provisions of Articles 10.02(c) and (d). Temporary positions agreed to under this provision will not be altered or extended without the written agreement of the parties.

10.03 Temporary Replacement

- (a) An Employee hired as a temporary replacement, for a period not to exceed fifteen (15) consecutive months or up to twenty (20) for the purposes of back filling pregnancy/parental leave only, shall be advised in writing at the time of hiring of her/his temporary status and of her/his period of employment. Notwithstanding any other term or provision of this Agreement, her/his employment shall automatically terminate at the end of the specified period. If, however, the Employer decides to offer her/his permanent employment, her/his seniority will date from the date of last hire into the bargaining unit.
- (b) A temporary Employee will not be entitled to paid holidays under Article 15.01 until she/he has been employed for thirty (30) working days, and will not be covered by the benefits in Article 15.
- (c) Temporary employment may be extended on a temporary basis for a specified period by mutual agreement of the parties to this Agreement, in writing.

ARTICLE 11 – LAYOFF AND RECALL

- 11.01 (a)
 - i) A “layoff” is defined as a reduction in an Employee’s hours of work, cancellation of all or part of an Employee’s scheduled shift and a displacement of an Employee from her/his geographical area.
 - ii) A partial or single shift reassignment of an Employee from her/his area of assignment will not be considered a layoff. Reassignment will follow the parameters outlined in Article 17.05 (f).
- (b) No reduction in the hours of work of one or more Employees shall take place to prevent or reduce the impact of a layoff, without the written consent of the Union.
- (c) A “short-term layoff” will mean a layoff resulting from a temporary set of circumstances not anticipated to exceed sixty (60) calendar days in duration. The Employer will provide the Bargaining Unit President and the Labour Relations Officer with not less than fourteen (14) days’ notice, in writing, of a short-term layoff, unless the short-term layoff is caused by a situation beyond the control of the Employer. Employees will be given forty-eight (48) hours notice of a shift

cancellation, unless the shift cancellation is caused by a situation beyond the control of the Employer.

- (d) A “long-term layoff” will mean any layoff exceeding sixty (60) calendar days in duration. The Employer will provide the Bargaining Unit President and the Labour Relations Officer with not less than sixty (60) days notice, in writing, of a long-term layoff. The effective date of the layoff will not be changed without expressed written agreement of the parties.
- (e) Within seven (7) calendar days' notice of layoff to the Bargaining Unit President and the Labour Relations Officer, all individual Employees affected by the layoff will receive individual notification of the layoff, either in person or via videoconferencing, with the attendance of a union representative designated by the Union. At this time the official written layoff notice will be provided to the Employee and a copy provided to the union representative present.
- (f) Employees on pregnancy/parental leave, sick leave, or leaves of absence, who would be laid off if they were at work, will receive written notification of the layoff by registered mail. Such written notification will indicate that the layoff will not take effect until after the expiration of their leave and will be advised that upon their return to work they will be required to meet with the Employer and a union representative to review their options under the layoff procedure. Should the individual Employee agree to facilitate this meeting prior to their return to work arrangements will be made to accommodate such request provided such request is submitted in writing to her/his Patient Services Manager.
- (g) In the event of a layoff, the Employer will layoff all probationary Employees at the specific location affected by the layoff prior to issuing a notice of layoff to any seniority Employee, provided the remaining Employees at that location have the skill, ability and qualifications to perform the required work.

11.02 Once notice of a short-term or long-term layoff has been served, and prior to individual notice of layoff being provided pursuant to Article 11.01 (e), the Employer will meet with Bargaining Unit President and all site representatives to identify the following:

- (a) The reasons causing the layoff;
- (b) The specific areas of service to be discontinued or amended during the layoff;
- (c) The services to be provided following the layoff;
- (d) The method of implementation of the decrease in service, and the specific names of all Employees to be affected by the layoff.

Once the above meeting has taken place and after all individual notices have been served in accordance with 11.01(e), all Employees within the bargaining unit will be notified of the layoff via email.

The Bargaining Unit President and/or the appropriate site representative will be present at all meetings at each individual site to discuss layoffs.

- 11.03
- (a) Seniority lists for the purposes of layoff will be integrated. At the time of notice to the Bargaining Unit President and the Labour Relations Officer, under Article 11.01 (d) or (e), the seniority list will be updated and frozen as of the date of the notice to the Union for the purpose of determining layoffs.
 - (b) In the event the Employer determines there will be a layoff, the employer will first offer to the Employees on the affected team the option of retirement, if eligible, or a willingness to accept the layoff in order of seniority.
 - (c) The least senior Employee in the team to be discontinued or reduced will be subject to layoff, provided the remaining Employees have the qualifications to perform the required work.
 - (d) Any Employee who is displaced by a layoff will have the ability to transfer to a previously posted and unfilled vacant position provided they are qualified to perform the required work with no training other than a ten (10) day orientation.
 - (e) Employees in the positions to be discontinued or reduced will be permitted to displace the least senior Employee in a team in the same geographical area, provided the Employee is qualified to perform the required work with no training other than a ten (10) day orientation. In the event the displaced Employee cannot displace in their own geographical area, the Employee may displace the least senior Employee in any other team in a different geographical area, provided they are qualified to perform the required work with no training other than a ten (10) day orientation. Notwithstanding the foregoing, a full-time Employee can only displace another full-time Employee and a part-time Employee can only displace another part-time Employee until such time as there is no other full-time or part-time Employee for them to displace at which time they will be permitted to displace the most junior Employee in the alternate classification of part-time or full-time. Employees must make their decision as it relates to who they will bump within three (3) calendar days of the meeting to discuss their layoff options.
 - (f) Employees will be offered recall at locations other than their home location in order of seniority provided the Employee has the skill, ability and qualifications to perform the work, prior to the Employer

offering the work to casual Employees, or hiring a new Employee at that location.

- (g) Any Employee given notice of a layoff or displacement in a short term layoff has the right to absent herself/himself from the workplace for the duration of the layoff provided the Employee notifies the Employer in writing. A copy of all such letters will be provided to the Bargaining Unit President.
- (h) Casual Employees will not be scheduled to work while any full-time or part-time Employee is laid off at that location, unless the full-time or part-time laid off Employees at that location are unavailable or have declined to work once the work has been personally offered to the Employee.
- (i) Employees who displace, or are displaced as a result of a layoff will be provided with 10 days of orientation to allow the Employees to assume the duties of her/his new position.

11.04 Where the Employer discontinues a schedule or a schedule is altered, the remaining Employees on that team will select their position on the basis of seniority.

- 11.05
- (a) During a short-term layoff, all vacation banks and all sick leave/lieu banks for Employees will be maintained.
 - (b) During a long-term layoff, all sick leave banks, and all vacation and/or lieu banks for Employees will be maintained for twenty-four (24) months. Employees may agree to have their vacation and/or lieu banks paid out after a shorter period of time provided all such agreements are in writing and a copy of such agreement is provided to the Union.

- 11.06
- (a) When recalling Employees after a layoff, those last to be laid off at that location will be the first to be recalled, provided the Employee has the skill, ability and qualifications to perform the required work.
 - (b) An Employee must accept a recall to a permanent position at her/his home location if the Employee has the skill, ability and qualifications to perform the required work. An Employee does not have to accept a recall to a temporary position or to an alternate Employer site.
 - (c) The Employer will not hire any new Employee to fill a vacancy where there is an Employee on layoff until it has exhausted its options under (a) and (b) above.

11.07 Notwithstanding the provisions of Article 17.05 of the Collective Agreement, where remaining part-time Employees have been scheduled for their minimum commitment of tours, all remaining tours to be scheduled will be offered to Employees on layoff, in order of seniority.

- 11.08 Where a vacancy occurs in a position from which an Employee has been displaced, the affected Employee will be offered the opportunity to return to her/his former position provided such vacancy occurs within six (6) months from the date the Employee was displaced. Where the Employee agrees to return to her/his former position, there will be no requirement to post the position pursuant to Article 10.01 of the Collective Agreement. Should the Employee decline to return to her/his former position and elect to remain in her/his current position, the position will be posted in accordance with Article 10.01 of the Collective Agreement.
- 11.09 Any agreement reached between the Employer and the Union concerning the implementation of a layoff shall take precedence over the term of this Article 11 provided such Agreement is in writing and is signed by both parties.
- 11.10 An Employee on long-term layoff may, at her/his own expense, continue benefit coverage, except for short-term and long-term sickness and income protection, for a period of twenty-four (24) months following the layoff by arranging to pay the full premiums in advance on a quarterly basis.
- 11.11 Specially Funded Programs
- Where it is necessary to terminate or decrease specially funded programs, the Employer will meet with the Employees and the Union to review the reasons for the change, the implementation of the change and the effect on the Employees involved. Such termination or decrease of specially funded programs will be treated as a layoff in accordance with Article 11.

ARTICLE 12 – EMPLOYEE FILES

- 12.01 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment-related matters are completed with respect to any Employee, it shall be reviewed with the Employee and she/he shall be given an opportunity to sign the document and indicate any area of disagreement. A copy of the completed performance appraisal will be provided to the Employee upon request. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the Employee.
- 12.02 Upon request and after having given reasonable notice, an Employee may review her/his file in the presence of her/his Patient Services Manager or delegate and be provided with a copy of any document contained therein.
- 12.03 No document or complaint will be used against an Employee for disciplinary purposes, or for any other employment-related issues, where it has not been brought to her/his attention in a timely manner. Any letter of counselling or reprimand, suspension or other sanction will be removed from the record of an Employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that the Employee's

record has been discipline-free for the immediately preceding twelve (12) months during which she/he has worked.

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

ARTICLE 13 – LEAVES OF ABSENCE

13.01 (a) Union Leave

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

The cumulative total leave of absence and the number of days is one hundred (100) days during each fiscal 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 Bargaining Unit President

The Employer shall grant the Bargaining Unit President or designate up to five (5) days leave of absence per month with pay to attend to bargaining unit business. Such days will be prescheduled except in the case of an emergency. The Bargaining Unit President will endeavour to avoid scheduling said days on Mondays or Fridays.

The designate must be identified to the Director of Human Resources, Field Services or designate, at least 48 hours prior to the scheduled meeting. There is no additional cost incurred to the Employer as a result of appointing a designate.

(c) Leave for Local Coordinator

An Employee, who is elected to the position of Local Coordinator or to serve on a provincial Union committee, shall be granted, upon request, such leave(s) of absence as she/he may require to fulfil the

duties of her/his 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.

Notwithstanding Article 9.06 there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.01(a) above. During such leave of absence, the Employer shall maintain the Employee's salary and applicable benefits and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable health and welfare benefits.

(d) Leave for Board of Directors

An Employee, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted a leave of absence without pay as she/he or he may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the salary and applicable benefits (or percentage in lieu of benefits) of the Employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(e) Leaves for ONA President

Upon application in writing by the Union on behalf of the Employee to the Employer, a leave of absence shall be granted to such Employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 9.06, there shall be no loss of service or seniority for an Employee during such leave of absence. During such leave of absence, the Employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the Employee shall be deemed to be an Employee of the Ontario Nurses' Association. The Employee agrees to notify the Employer of her/his or his intention to return to work at least two (2) weeks prior to the date of such return.

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

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 13.01, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her/his or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her/his or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

- (g) The Employer will replace Employees scheduled off work for all Union leaves granted under this provision where salary and benefits are reimbursed by the Union subject to availability.

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

The following shall be granted:

- (a) An Employee shall be allowed to take up to five (5) days off in the event of the death of a spouse or same sex partner, child or stepchild, parent, stepparent and shall receive pay, at her/his basic rate for each scheduled day of work missed to a maximum of five (5) days within the period which extends from the date of death up to and including the day following interment, or five (5) calendar days following the death, whichever is the greater.

An Employee shall be allowed to take up to three (3) days off in the event of the death of a guardian, sibling, mother-in-law, father-in-law, grandparent, grandparent of a spouse, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and shall receive pay, at her/his basic rate for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the

date of death up to and including the day following interment, or three (3) calendar days following the death, whichever is the greater.

An Employee shall be allowed to take one (1) day off with pay in the event of the death of an aunt, uncle, niece, nephew, or godchild.

- (b) Where travel of two (2) hours or greater is required, or in exceptional circumstances, additional unpaid compassionate leave of up to two (2) days may be granted at the discretion of the Director of Human Resources or her/his designate.
- (c) An Employee will be entitled to defer taking a bereavement leave day or days to a later date for the purpose of attending a second funeral or memorial service. This provision shall not entitle an Employee to additional bereavement days that they would otherwise have received pursuant to this Article.
- (d) One (1) Employee designated by the Union shall be granted one (1) day off with pay for the purposes of attending the funeral of a Union member or retired Union member employed or formerly employed by the Employer.

13.04 Family Medical Leave

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

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

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

13.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the Employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The Employee shall reconfirm her/his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The Employee shall be reinstated to her/his former

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

- (d) An Employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as at the time of commencing such leave, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of sixty-three (63) weeks. The Employee must give the Employer written notice that she/he does not intend to make her/his 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 she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The Employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the Employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (g) The Employee shall give the Employer two (2) weeks written notice of the date the 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) Pregnancy Leave Top-Up

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%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

(i) Parental Leave Top-Up

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 she/he is in receipt of Employment Insurance Benefits for a maximum period of twelve (12) weeks. The Employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

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

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

13.06

Jury Duty, Court Attendance and Tribunal Hearings

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

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

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

- (c) Where the Employer requires an Employee to attend any meetings with the Employer in preparation for a case which either arises from an Employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the Employee's regularly scheduled hours of work. If the Employee is required to attend such meetings outside of her/his or his regularly scheduled hours, the Employee shall be paid for all hours spent in such meetings at her/his or his regular straight time hourly rate of pay.
- (d) An Employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she/he is not required to attend as above provided that it is longer than half (½) the schedule shift.
- (e) In the event that an Employee is scheduled to start work on or after 1500 hours, she/he shall not be required to attend jury duty and then report for duty the same day.

- (f) An Employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the Employee's presence is required past 1700 hours, she/he 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. The Employer shall provide a response to such requests within two (2) weeks of submission.
- (b) A full-time or regular part-time Employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which Employees are enrolled to upgrade their qualifications as it relates to their employment.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars related to the Employee's employment at the LHIN may be granted at the discretion of the Employer upon written application by the Employee. It is understood that any educational seminar for which an Employee requests reimbursement for course fees, materials, meals, transportation and accommodation expenses may be reimbursable when approval is authorized beforehand by the Employer.
- (d) When an Employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the Employee shall suffer no loss of regular pay. When an Employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the Employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.

13.08 Storm Leave

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

- (b) Where weather conditions are such that an Employee is unable to report to the office, the absence may be charged to annual vacation credits, compensatory time credits or as a leave of absence under Article 13.02. The Employee shall verbally indicate their elected option.

13.09 Professional Leave

Leave of absence, without pay and without loss of seniority, may be granted, upon application in writing to the Director of Human Resources, for attendance at meetings of the R.N.A.O and OCSA to a maximum of four (4) working days per request and to an annual aggregate of ten (10) working days for the bargaining unit. No more than a total of three (3) Employees for both the full-time and part-time will be given such leave at any one time.

13.10 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*.

13.11 Pre-Paid Leave

The Employer agrees to introduce a prepaid leave program, funded solely by the Employee, subject to the following terms and conditions:

- (a) The plan is available to Employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Employee must make written application to the Director of Human Resources or her/his 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) Written applications will be reviewed by the Director of Human Resources or her/his Designate. Leaves requested for the purpose of pursuing work related professional 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. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.

- (d) The number of Employees that may be absent at any one time shall not exceed two (2) full-time equivalent Employees per site. 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 Local Union and the Employer.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to her/his 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, if any, benefits shall be kept whole during the four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both the Employer and Employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating Employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the Employee's pension will be held in suspense, i.e., no contributions can be made.
- (j) Employees will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of 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.
- (l) An Employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months notice is given to the Director of Operations or her/his Designate. Deferred salary, plus accrued interest, if any, will be returned to the Employee, within a reasonable period of time.
- (m) 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 the case of the Employee's death, the funds will be paid to the Employee's estate.

- (n) 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 her/his within a reasonable period of time.
- (o) The Employee will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (p) Final approval for entry into the prepaid 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 prepaid leave program in accordance with Article 13.11 of the Collective Agreement; and
 - ii) The period of salary deferral and the period for which the leave is requested.

13.12 Care Leave

Employees will be granted up to thirty-seven and a half (37.5) hours leave in each calendar year for the purpose of providing or arranging for care for the Employee's spouse, child/ren, grandchild/ren, parent(s), parent(s)-in-law, brother or sister, or to accompany them to obtain medical care.

For each hour of leave accessed under this provision, the Employee will utilize an equal amount of time under her/his accrued paid leave/sick leave, if any, under the accrued paid leave provisions of the Collective Agreement, or leave of absence without pay if no accrued paid leave is available.

Care leave will include all purposes under Section 50(1) paragraphs 2 & 3 of the *Employment Standards Act, 2000*. Employees accrue seniority and service while on such leave.

To clarify, this article, and other clauses in the current agreement that provide for paid or unpaid leaves for purposes under the new *Employment Standards Act* provisions, will be deemed to offset the requirement for the Employer to provide for ten (10) days of unpaid leave to the extent that the

Care Leave clause, and other leave clauses are accessed during the course of a year.

13.13 Effect of Absence

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

- (a) The Employer shall pay its share of the Group Insurance Benefits for eligible Employees for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the Employee, with the exception of LTD, provided that she/he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence to a maximum period of eighteen (18) months, except as modified by (a), subject to approval of the benefit carrier.
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The Employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter (excluding absences on paid or unpaid sick leave, WSIB or LTD).
- (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. This provision shall not apply to members on WSIB, LTD, paid or unpaid sick leaves.
- (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 or unpaid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the *Employment Standards Act*. It is understood that the obligation of the Employer to pay its share of the Group Insurance Benefits while an Employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.

Superior condition for LTD

The Employer shall continue to pay the premiums for all benefits under Article 19 for Employees on long term disability leave for a maximum of twenty-four (24) months. After twenty-four (24) months,

the Employee may continue to participate in the benefits plans provided they pay one hundred percent (100%) of the premiums.

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

Note: This provision is to be read in conjunction with Article 13.07 – Education Leave.

- 14.01 Employees recalled from layoff under Article 11.05 and Employees whose probationary period has been extended under Article 9.02 may be provided any orientation determined necessary by the Employer. A request by such an Employee for orientation shall not be unreasonably denied.
- 14.02 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide Employees with opportunities to attend such programs during their regularly scheduled working hours.
- 14.03
 - (a) Notwithstanding Article 13.07 (d), Employees may choose and will be permitted to attend in-service education sessions, team meetings, and all staff meetings during hours for which they are not scheduled to work. Where Employees attend such in-service or team/staff meetings, they will be paid for all hours in attendance at their straight time hourly rate of pay.
 - (b) Travel and Expenses

Employees required to attend education, in-service or meetings shall be paid at their regular rate of pay for all time required to attend and travel to and from the location of such education, in-service or meeting. Employees shall also be reimbursed for any mileage

outside their home site, accommodation and meal expenses in accordance with the Employer's policies.

- (c) Where the Employer approves an Employee's request to attend education, in-service or meetings that are not mandatory the Employee shall suffer no loss in regular pay and may be reimbursed for any registration costs associated with such education, in-service or meetings. Accommodation, meal and travel costs may be reimbursed at the discretion of the Employer.
- 14.04
- (a) The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of the Employees within the bargaining unit.
 - (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the Employees and to consider practical ways and means of minimizing the adverse effect, if any, on the Employees concerned.
 - (c) Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation, the provisions of Article 11 will apply.
- 14.05
- Where new technology is introduced in the workplace and Employees are required to utilize this technology in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the Employees involved.
- 14.06
- Prior to implementing new policies which affect bargaining unit Employees, and prior to effecting any changes in existing rules or policies which affect bargaining unit Employees, the Employer will notify the Union of any new or changed policies and provide the Union with copies of same. New or changed policies will be a standing item on all Union-Management committee agendas.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 The Employer agrees to recognize the following paid holidays for all full time and part-time Employees:

New Years' Day (January 1)	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day (December 25)
Victoria Day	Boxing Day (December 26)
Canada Day (July 1)	

In addition to the foregoing holidays, full and part-time Employees shall be entitled to take two (2) float holidays each calendar year. An Employee will not be permitted to carry over float holidays to the next calendar year. Float holidays will be scheduled at a mutually agreeable time. The Employer will give consideration to allowing an increased number of float holidays scheduled on the last scheduled working day before Christmas and the last scheduled working day before New Year's. This will be decided by no later than November 15. Newly hired Employees and an Employee whose employment is terminated for whatever reason during the course of the calendar year will be entitled to the float holidays on a pro-rata basis. (Working more than six (6) months equals two (2) float holidays; working less than six (6) months equals one (1) float holiday).

- 15.02 In order to qualify for holiday pay, the Employee shall work her/his full scheduled working days immediately preceding and immediately following the paid holiday concerned, unless excused by the Employer or the Employee was absent due to:
- (a) Legitimate illness or accident that commenced within a month of the date of the holiday. If the illness commenced on the day immediately preceding or immediately following the holiday, the Employee may be required to provide the Employer with a medical note substantiating the illness or accident;
 - (b) Vacation granted by the Employer;
 - (c) The Employee's regular scheduled day off; or
 - (d) An approved paid or unpaid leave of absence.
- 15.03 An Employee who is scheduled to work on a holiday, but does not work because of illness or injury will receive holiday pay as set out in Article 15.01, but will not receive any sick pay benefits.
- 15.04
- (a) Should a paid holiday fall during a full-time Employee's vacation period she/he shall receive an additional vacation day with pay. Such additional day will be taken by the Employee at a mutually agreed upon time.
 - (b) Where a paid holiday falls during a part-time Employee's scheduled vacation period, she/he shall receive a lieu day with pay to be taken at a mutually agreed upon time.
- 15.05 For those Employees who normally work a Monday to Friday schedule, if any of the above holidays fall on a Saturday or Sunday, the Employer, in consultation with the Union, shall establish the weekday(s) observed as the holiday(s) during the week(s) preceding and/or following any of the above holidays. An Employee who works on the weekday observed as the holiday will be paid one and one-half times (1½x) her/his regular rate of pay. In addition, she/he will receive a lieu day off at her/his regular rate of pay. Such

lieu day off will be scheduled within sixty (60) calendar days following the holiday. All paid holiday lieu days must be taken as full days off work. Employees unable to schedule lieu days at a mutually agreeable time within the above-referenced time will have any outstanding paid holiday lieu days not taken paid out on first pay period in January and first pay period in July of each calendar year.

- 15.06 For those Employees who do not normally work a Monday to Friday schedule, a full-time Employee required to work on any of the holidays as designated in Article 15.01 will be paid one and one-half (1½) times her/his regular straight time hourly rate of pay and will be paid in the pay period in which the holiday was worked. In addition, she/he will receive a lieu day off at her/his regular rate of pay. Such lieu day off will be scheduled within sixty (60) calendar days following the holiday. -All paid holiday lieu days must be taken as full days off work. Employees unable to schedule lieu days at a mutually agreeable time within the above-referenced time will have any outstanding paid holiday lieu days not taken paid out on first pay period in January and first pay period in July of each calendar year.

ARTICLE 16 – VACATIONS

16.01 Full-time Employees Only

All full-time Employees shall be granted vacation with pay as follows in each calendar year:

- (a) Less than one (1) years' service – 1.25 days' vacation with pay for each completed month of service;
- (b) One (1) year but less than three (3) years' service – 3 weeks;
- (c) Three (3) years but less than twelve (12) years' service – 4 weeks;
- (d) Twelve (12) years but less than nineteen (19) years' service – 5 weeks;
- (e) Nineteen (19) years but less than twenty-eight (28) years' service – 6 weeks;
- (f) Twenty eight (28) years or more of service – 7 weeks;
- (g) On each of the following anniversary years, the Employee will be provided with five (5) supplemental vacation days to be deposited in her/his vacation bank:

Thirty (30) year anniversary
Thirty-five (35) year anniversary
Forty (40) year anniversary

Note: These five (5) supplemental vacation days are not an additional week of vacation per year. These are days deposited in the Employee's vacation bank to be taken or carried over during the following vacation year(s).

16.02 Part-time Employees Only

Part-time Employees shall be permitted to take pro-rated paid vacation time off based on equivalent full-time entitlement. Part-time Employees will be permitted to take half ($\frac{1}{2}$) of the pro-rated vacation entitlement in single vacation days.

16.03 (a) An Employee who leaves the employ of the Employer for any reason shall receive any and all unpaid vacation pay, which has accrued to her/his to the date of her/his termination. If vacation has been received by the Employee in excess of the vacation earned by the Employee to the date of termination, there shall be deducted from the salary of the Employee or refunded to the Employer by the Employee, an amount equivalent to the pay for vacation received but unearned.

(b) It is agreed that upon the death of an Employee, the Employer shall pay the balance of any unused vacation entitlement, along with any other monies owed the Employee, to the designated beneficiary of the Employee.

16.04 (a) Full-time and part-time Employees may accumulate credits to the maximum limit set out below:

Yearly Vacation <u>Entitlement</u>	Maximum Vacation <u>Credit Accumulation</u>
15 working days	30 working days
20 working days	40 working days
25 working days	50 working days
30 working days	60 working days
35 working days	70 working days

The above limits do not include the supplemental vacation days pursuant to Article 16.01 (g). Any vacation owing to an Employee's credit that is above the maximum allowable credit accumulation identified above will be paid out as of December 31 in each calendar year. Part-time Employees may not carry over less than half of a vacation day (3.75 hours). Any vacation hours owing below 3.75 hours will be paid out as of December 31 in each calendar year to be paid out no later than the second pay period in January.

(b) Employees shall continue to accrue vacation entitlement based on their service when on paid or unpaid sick leaves or absences or

absences related to WSIB or LTD; however, Employees on said leaves of absence for a period in excess of one (1) year shall not bank more than one year's accumulated vacation credits, and shall accumulate no additional credits until such time as they return to work. Upon the Employee's return to work their vacation entitlement will be updated as necessary based on their service date; they will be permitted to use all current banked vacation credits, and they will resume accumulation of vacation bank credits.

- 16.05
- (a) The vacation year runs from January 1 to December 31 in each calendar year.
 - (b) Employees will be able to view their vacation entitlement for the following year on October 1.
 - (c) Employees shall choose their preference with respect to their vacation period in accordance with seniority, regardless of whether full-time or part-time.
 - (d)
 - i) The vacation process will commence no later than October 15 in each calendar year with Employees making vacation requests in order of seniority. An approved vacation schedule shall be posted by October 31. Only approved vacation time will show on the posted vacation schedule.
 - ii) Once the vacation schedule has been posted, on November 15 Employees will have a two (2) week period to apply for vacation where the vacation quotas have not been met. All requests will be made in writing by November 30 and all vacation requests during this two (2) week period will be granted on the basis of seniority. A final approved vacation schedule shall be posted by December 15. Only approved vacation time will show on the posted vacation schedule.
 - iii) Vacations requested outside the above process will be granted on a first come first served basis, regardless of whether the request is for a block of time or a single vacation day(s). Where more than one (1) Employee puts in a request on the same day then seniority will be used to resolve conflicts. The approval of single vacation days will take precedence over the granting of any overtime lieu days, holiday lieu days, float holidays or any other unpaid time off.
 - (e) Prime time periods for vacation scheduling shall include summer vacation (July and August), March Break and vacations covering the Christmas/New Year's period. For the purpose of clarification, "July and August" include the complete weeks in which July commences and August ends; the Christmas/New Year's period will be the weeks as defined in Article 16.05 (g) that Christmas Day and New Year's

Day fall. Vacation during prime time vacation periods will be taken in blocks of time.

- (f) An Employee will be limited to a maximum of three (3) weeks' vacation during the prime time period of July and August. For the purpose of clarification, "July and August" include the complete weeks in which July commences and August ends. Additional vacation time may be granted only after all other requests for vacation during the July and August prime time period have been considered.
- (g) Except as provided in Article 16.07, all vacation requests and entitlements shall be in blocks of time of a week. For the purpose of this sub-article a "week" is defined as five (5) workdays and two (2) days off from Monday to Sunday in each week.

Part-time Employees, Float Care Coordinators and employees working weekends will be entitled to the weekend before and after a scheduled vacation week off. If the vacation selection is made for an already posted schedule, this provision may not apply.

16.06 The following shall apply to all Employees:

Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 13.03.

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

- 16.07 (a) The Employer will grant the utilization of single vacation days for full-time Employees up to half ($\frac{1}{2}$) of their annual entitlement and for part-time Employees pursuant to Article 16.02. Such approval shall not be unreasonably denied. The use of single vacation days by Employees during the summer months of July and August, March Break, and Christmas/New Year's period shall not be granted until all requested blocks of vacation time have been filled.
- (b)
 - i) Where blocks of vacation time have been scheduled that do not meet the maximum vacation quotas for each day during that week, such days will be offered as single vacation days. These available single vacation days will be posted and filled in accordance with Article 16.05(d)(ii).
 - ii) With each six (6) week posted schedule, the Employer will identify all available single vacation days for that posted schedule. Requests for single vacation days will be granted on the basis of seniority provided a request for such single vacation days is received within seven (7) days of the

schedule being posted. Requests outside the seven (7) day period will be granted on a first come, first serve basis.

- 16.08 (a) Initial vacation quotas to establish the number of Employees off in any given week for each site of the LHIN will be equivalent to twenty-five (25%) of bargaining unit Employees on staff within each site as of October 1 in each calendar year. Vacation, float holidays, stat lieu day, flex time (in Hospital and Intake only), and lieu time requests (greater than 3.75 hours) shall be included in the quota. Employees hired pursuant to Article 10.03 will not be counted for the purposes of the twenty-five (25%) identified herein. The Employer will re-evaluate the vacation quota on April 1 of each year to see if enough new staff has been hired to increase the quota for the remainder of the year. Any changes to the vacation quota will only be applied on a “go forward” basis.

Notwithstanding the provision, it is agreed that there shall be no more than 50% of Employees on a team off at any one time. The number of employees off will be no less than one (1) employee granted vacation as per above.

The Employer agrees to suspend the 50% per team requirement during Christmas/ New Year period as per 16.05 (e), for all requests made under Article 16.05(d)(i) and (ii).

- (b) A separate vacation list and selection process by site will be maintained for the following:
- Palliative Care/Community Nurse Practitioners
 - Clinical/Wound Nurse Practitioners
 - Mental Health and Addictions Nurse
 - eRehab Directing Therapists (all sites)

The quota for these positions will be twenty-five (25%) per site with the exception of the Palliative Care/Community NPs where the quota will be twenty-five (25%) by program. There will be no less than one (1) employee granted vacation as per above. Vacation, float holidays, stat lieu days, and lieu time requests (greater than 3.75 hours) shall be included in the quota.

- 16.09 Vacations, once approved, may only be changed by mutual consent of the Manager and the Employee and if rescheduled only to available openings. Such requests shall not be unreasonably denied.

- 16.10 (a) In the event an Employee is transferred at her/his request to another site after the vacation schedule has been posted, the Employer shall endeavour to grant her/his vacation as scheduled. However, the Employer shall not be required to alter vacations already scheduled at that site.

- (b) The Employer will continue to grant approved vacation for an Employee if transferred from one site to another resulting from a reduction of service or a layoff.

16.11 If an Employee terminated her/his services or if for any reason she/he will not be taking her/his posted vacation, regardless of whether a week(s) or single vacation day(s), this vacation time will be posted for five (5) calendar days as being available and notification of the posting will be sent to all Employees. The vacation will be granted to the Employee having the highest seniority within the site provided she/he submits her/his request in writing during the five (5) calendar day posting period. Where the cancellation of the vacation is less than the above-referenced five (5) calendar days the notification will be forwarded to all Employees as soon as possible. Where a single day of vacation is cancelled with less than twenty-four (24) hours notice, it is acknowledged that the offering of that single vacation day may not be feasible due to operational requirements.

16.12 An Employee who has not taken her/his earned vacation entitlement during the vacation year, and who does not want to have her/his accumulated vacation credits transferred to the following vacation year, will receive payment for all vacation owing to her/his as of December 31 in each calendar year to be paid out no later than the second pay period in January. Such payout will be by separate deposit.

ARTICLE 17 – HOURS OF WORK

17.01 The regular hours of work for all full-time Employees will be:

- (a)
 - i) Seven and one-half (7½) hours per day, inclusive of two (2) fifteen (15) minute paid breaks and exclusive of a one-half (½) hour unpaid meal period.
 - ii) Seventy-five (75) hours per two week period.
- (b) Employees may request and may be granted a one (1) hour unpaid meal break. The extended one-half (½) hour to be worked will be added to the beginning or end of a scheduled shift as designated by the Employee.

17.02 There shall be no split shifts.

- 17.03
- (a) The normal daily tour shall be from 0830 to 1630 hours. Agreed upon tours outside the normal daily tour for specific positions and/or agreed upon altered hours of work are identified in Appendix “C”.
 - (b) The Employer will not schedule tours outside those identified in (a) above, Appendix “C” or any signed Letter of Understanding related to a specific position. Where the Employer wishes to introduce tours

outside the normal daily tours, they will notify and meet with the Union to negotiate all parameters related to the alternate tours. Such agreement will not be unreasonably withheld.

- (c) The introduction or discontinuation of extended tours will be subject to negotiations between the parties.
- (d) The parties shall work cooperatively when reaching agreement on the necessary amendments resulting from a change in hours of operation, taking into consideration legacy arrangements for existing Employees.

17.04 Schedules

- (a) Schedules for all full-time and part-time Employees in all positions will be posted two (2) weeks in advance covering a six (6) week period. Schedules will be available electronically. All changes to the current posted schedule will be communicated in writing to the affected employee(s) and updated schedules will be posted weekly.
- (b) Posted schedules will not be changed without the expressed agreement of the Employee involved. This does not apply to a partial or single shift reassignment pursuant to Article 17.05 (f).
- (c) Schedules will be available electronically for all Employees.
- (d) Requests for specific days off prior to the posted schedule are to be submitted in writing to the Patient Services Manager or designate. Such request shall not be unreasonably denied. Employees shall not be obligated to secure their replacement as a condition of approval of time off.
- (e) Once the schedule is posted, Employees may mutually agree to change scheduled shifts with each other so long as all shifts are covered. Such mutual changes to the posted schedule shall not result in any overtime costs to the Employer.

17.05 Scheduling Provisions (Note: All scheduling is per site except for cross site teams.)

- (a) Full-time Scheduling:
 - i) Unless addressed elsewhere in the collective agreement full-time Employees will be scheduled to work Monday to Friday in the area of assignment for their posted position. This provision does not apply to full-time float Care Coordinators.
 - ii) Full-time Employees will not be scheduled to work weekends unless they agree to do so. Should the Employer wish to

introduce the scheduling of weekend work for Full-time Employees they must provide no less than six (6) months notice to the Union. Weekend scheduling will not occur until all scheduling provisions related to weekend scheduling have been agreed to between the parties.

(b) Part-time Commitment:

Part-time Employees as defined under Article 2.01 will make the commitment to make themselves available for an average of five (5) scheduled tours biweekly and a maximum of three (3) weekends out of six (6) in each posted six (6) week schedule, unless the part-time Employee indicates in writing to the Employer her/his agreement to work extra weekends. A part-time Employee required to work more than three (3) weekends out of six (6) will be paid premium pay for all hours worked on the fourth (4th) and all other additional weekends in that posted schedule. This commitment does not in any way constitute a guarantee of hours from the Employer and is subject to the availability of scheduled work.

(c) Part-time scheduling provisions:

- i) All part-time Employees will be scheduled by seniority, to a maximum of five (5) tours or 37.5 hours biweekly.
- ii) If there are still tours to be scheduled after the procedure in (c) i) above, such tours will be distributed on a tour by tour basis to all part-time Employees, including part-time Employees in a job sharing arrangement, on the basis of rotating seniority.
- iii) Part-time employees will provide their availability to the Employer in writing as per the schedule published by the Employer annually, usually three (3) weeks prior to the publication date of each ~~six~~ (6) week schedule.
- iv) 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, she/he will indicate this in writing to her/his Patient Services Manager.
- v) Where absences of less than ninety (90) calendar days are replaced, they may be assigned to one (1) part-time employee in the interest of continuity. These opportunities will be assigned in order of seniority;
- vi) Absences of ninety (90) calendar days or more, and all pregnancy/parental leaves, will be posted and filled according to the provisions of the Collective Agreement;

- vii) If additional tours become available after the schedule has been posted, these tours will be first offered to part-time Employees who have not yet been scheduled for either five (5) tours or 37.5 hours bi-weekly in order of seniority, after which the tours will be offered by rotating seniority to all part-time Employees already scheduled for five (5) tours or 37.5 hours bi-weekly, including part-time Employees in a job-sharing arrangement.
 - viii) All additional tours will be offered as a full tour and must be offered on the basis of the full tour available to each Employee called. Where no employee is willing to work the tour as offered, the Employer may offer an alternate shift as follows:
 - 1. 11.25 hour tour, then 7.5 hour tour, then 4 hour tour (weekends and stat holidays only);
 - 2. 7.5 hour tour, then 4 hour tour (weekends and stat holidays only). Once an Employee agrees to work an additional tour they must work the entire tour as offered.
 - ix) Employees must possess the qualifications, skill and ability to do the work of the additional tour(s) being offered. The Employer is not obligated to provide training for the offering of additional tours.
 - x) All part-time Employees must fulfill their weekend obligations
- (d) General Scheduling Provisions:
- i) Full-time Float Care Coordinator and all part-time Employees, other than job-sharing part-time Employees will be scheduled where needed by the Employer.
 - ii) There shall be no split tours.
 - iii) Schedules will be arranged to provide four (4) days off in each two (2) week period.
 - iv) Where feasible, seniority will be used to honour requests for days off or scheduling preferences related to programs.
 - v) Employees who do not want to be scheduled or called in to work outside their minimum commitment must put their desire not to be called in writing to their Patient Services Manager and the Scheduling Team and a copy will be provided to the Bargaining Unit President.

- vi) Scheduling must allow for a minimum of eleven (11) hours off between tours of duty unless a lesser period of time is agreed to by the Employee, in writing.
- vii)
 - A) Part-time Employees will not be required to work more than five (5) consecutive tours in a row. Premium pay will be paid for all hours worked on the sixth (6th) and each subsequent tour until a day off is received.
 - B) Where an Employee wishes to be scheduled for more than five (5) tours in a row, she/he is to put her/his request to the Employer in writing and premium pay provisions will not apply provided it does not result in an Employee working more than seventy-five (75) hours in a pay period in which case the Employee will receive premium pay for all hours of work over seventy-five (75).
- viii) Process for Offering and Awarding Premium
 - 1. For Overtime: The Scheduler will send offers of premium tours or available block hours electronically to the “ONA Seniority Overtime List” and will provide a deadline for responses to be provided in writing.
 - 2. For Paid Holiday Premium Tours: The Scheduler will send offers of tours electronically to the appropriate team members first as per 17.05 e) ii), and will provide a deadline for responses to be provided in writing. Remaining tours will be sent electronically to the “ONA Seniority Overtime List” with a deadline for responses to be provided in writing.
 - 3. The Scheduler will contact all Employees by phone on the relevant lists in 1 and 2 above who are not expected to work and will not have the opportunity to view the offer before the deadline.
 - 4. Tours or hours will be awarded on the basis of rotational seniority using either the team seniority list or the ONA Seniority Overtime List.
 - 5. Each Employee who responds to the offer may be awarded only one available tour, or in the case of block hours, may be awarded a minimum of three (3) hours and no more than seven and a half (7.5) hours, unless all opportunities remain after all Employees who have responded have been awarded tours/hours.
 - 6. If the Employee is off on vacation, etc., during the

period of the offer, the Employee will not be contacted unless they have given prior notice to do so.

7. A non-response by an Employee is to be considered as a “no” for recording purposes.

(e) Premium Pay Tour Scheduling:

- i) Where part-time Employees have already been scheduled or offered to work five (5) tours [thirty-seven and one-half (37.5) hours] in a given work week, and additional tours become available which will result in premium pay, such tours are to be offered to full-time and part-time Employees [already scheduled five (5) tours or thirty-seven and one-half (37.5)] on the basis of rotating seniority based on an integrated list of full-time and part-time Employees.
- ii) Tours on paid holidays will be offered to the Employees on the team on the basis of rotating seniority. If tours are still available, they will be offered to full-time and part-time Employees outside the team who have the skills and abilities for the tour, on the basis of rotating seniority based on an integrated list of full-time and part-time Employees.
- iii) If tours on paid holidays remain after ii) above, the shift will be assigned to the least senior employee within the bargaining unit who has the skills and abilities for the tour.

(f) Reassignment

A reassignment shall be defined as the involuntary movement of an employee, initiated by the Employer, from their current assignment into another assignment.

The Employer will reassign Employees scheduled in the team from which the reassignment is to occur as follows:

- i) If more than one Employee volunteers, it will be decided based on the most senior employee.
- ii) Should there be no volunteer, in order of seniority, the least senior casual part-time Employee.
- iii) And if no casual part-time Employee, in order of seniority, the least senior regular part-time Employee.
- iv) And if no regular part-time Employee, in order of seniority, the least senior full-time Employee.

- v) The above order may be altered based on an evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving areas. It is understood that the determination of the Employer's operating needs will not be arbitrary and unreasonable.
- (g) Where the parties agree that an error has been made under Article 17.05(d) or (e)(viii), the parties agree the error will be remedied as follows:
 - i) The affected Employee will be offered a shift as an extra to be worked at a time mutually agreed to by the Employee and her/his Manager.
 - ii) The extra shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.
 - iii) The Employee working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
 - iv) The Employee working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift that requires a call-in replacement of an Employee.

17.06 Full-time Float Care Coordinators

All provisions contained in the Collective Agreement for full-time Employees will apply in their entirety to full-time Float Care Coordinators (FCC) unless expressly amended below.

- (a) Hours of work will be ten (10) shifts per pay period. These hours will be scheduled in accordance with Article 17.01 of the Collective Agreement. Routine scheduling of full-time FCCs may include Statutory Holidays. Any FCC working a Statutory Holiday will be paid pursuant to the provisions of Article 15. All scheduling provisions that apply to part-time staff, in Article 17.05(e), specifically items (vi) and (vii), apply to the FCCs.
- (b) The FCC will be required to work a maximum of two (2) weekends out of six (6) in each posted schedule. Where a FCC is required to work on a third (3rd) consecutive weekend, she/he will receive premium pay for all hours worked the third (3rd) weekend and each subsequent consecutive weekend until a weekend off is received.
- (c) Vacation requests made at the time of selection according to Articles 16.05 (a), (b) and (c) will entitle the FCC to the weekends off prior to

and following a vacation week off. If the vacation selection is made for an already posted schedule, this provision may not apply.

- (d)
 - i) The FCC will be assigned where and as needed by the Employer, provided she/he has been previously oriented to the area.
 - ii) By noon on the last business day preceding her/his scheduled shift, the FCC will be advised of her/his work assignment. The FCC may have her/his work assignment changed at the commencement of her scheduled shift. The FCC will only be assigned to cover one (1) vacancy for her/his scheduled shift; however the FCC may be reassigned once per shift. In the event the FCC is reassigned during her/his shift, she/he will be given time to complete all work prior to moving to the other assignment, and if required to change work locations all travel time will be included. The provisions of Article 17.05 (f) will not apply to FCC.
- (e) The FCC will be permitted to exchange scheduled shifts with other full-time and part-time Care Coordinators. Such changes will not result in premium pay. Requests for change in posted time schedules must be submitted for consent, in writing and co-signed by the other Care Coordinator participating in the change.
- (f) The FCC is not to be scheduled more than five (5) consecutive shifts. Premium pay will be paid for all hours worked on the sixth (6th) and each subsequent shift until a day off is received. Where the FCC wishes to be scheduled for more than five (5) consecutive shifts, she/he is to put her /his request to the Employer in writing and premium pay provisions will not apply provided it does not result in an Employee working more than seventy-five (75) hours in a pay period in which case the FCC will receive premium pay for all hours of work over seventy-five (75).
- (g) The scheduling of paid holidays off within a calendar year will be divided equally among the FCCs, where there are no scheduled weekend Care Coordinators. The Employer will endeavour to schedule FCCs to work a holiday that falls on a weekend when they are otherwise scheduled to work.

FCCs will not be scheduled to work both Christmas Day and New Year's Day in any Christmas/New Year holiday period. Where staffing permits some FCCs to be off both Christmas Day and New Year's Day, the scheduling of both holidays off shall be rotated from year to year among all of the FCCs.

- (h) The Employer shall maintain one (1) FCC position per site in each of Chatham and Sarnia and two (2) FCC positions in Windsor to work only Monday to Friday.

17.07 Part-time Float Care Coordinators

All provisions contained in the Collective Agreement for part-time Employees will apply in their entirety to part-time Float Care Coordinators (FCC) unless expressly amended below:

Article 17.06 (d) will apply to part-time FCC.

17.08 Nurse Practitioners

- (a) The NP position will be scheduled standby when required by the employer. Compensation for standby will be as per Article 18.05.
- (b) The Employer will ensure the Nurse Practitioner will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES

- 18.01
- (a) All time worked in excess of seven and one-half (7.5) hours/four (4) hours per day on weekends, or seventy-five (75) hours in any bi-weekly pay period, will be paid at the overtime premium of one and one-half (1½) times the Employee's regular straight time hourly rate, which overtime premium shall be compensated by mutual agreement of the Employee and the Employer, by either:
 - i) Payment of overtime premium at the rate of one and one-half (1½) times the Employee's regular straight time hourly rate of pay for the time so worked; or
 - ii) Lieu time off at the rate of one and one-half (1½) times the time so worked. Lieu time off may be banked to a maximum of fifty two and one-half (52.5) hours. An Employee can request the pay out of her/his overtime lieu bank at any time with a written notice to the payroll office. This time off must be used by December 31 of each year or it will be paid out. With the consent of her/his Patient Service Manager the Employee may carry the lieu time accumulated over for a period of three (3) months to March 31 of the following year. This time off will be scheduled at a time mutually agreed upon by the Employee and her/his Patient Services Manager or designate.

- (b) Where an Employee is required to work on a paid holiday or on a tour that is paid at the rate of time and one-half ($1\frac{1}{2}x$) the Employee's regular straight time hourly rate, and the Employee is required to work additional hours following her/his full tour on that day, such Employee shall be paid two times ($2x$) her/his regular straight time hourly rate for such additional hours worked.

18.02 (a) Work in excess of the hours worked in Article 17.01 (a) may be pre or post-authorized by the Employee's Patient Services Manager or her Designate. Employees will request preauthorization of overtime where feasible. Also where feasible, the Employer may reschedule some of the day's case load to other Care Coordinators or to other days so as to avoid overtime. Authorization of overtime pay will not be unreasonably denied.

- (b) Where the Employer intends to offer overtime hours at the end of a tour, the offer to work the overtime will be made in accordance with Article 17.05 (d) (viii) – Process for Offering and Awarding Premium Tours. The hours available for the overtime will be offered in a total block and not broken down into smaller time blocks to avoid Article 18.03 below. Employees must possess the qualifications, skill and ability to do the overtime work being offered. The Employer is not required to provide training for Employees working outside the department for the offering of overtime work.

18.03 An Employee required to work more than three (3) hours overtime shall be allowed a one-half ($\frac{1}{2}$) hour meal break with pay. An Employee shall be allowed to take an additional paid fifteen (15) minute break for each additional three (3) hours of overtime worked.

18.04 An Employee who reports for work as scheduled, or an Employee called in to work outside her/his regularly scheduled hours shall receive a minimum of four (4) hours pay at her/his regular straight time hourly rate.

18.05 Standby

- (a) An Employee who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour, for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in Article 15, the Employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay, however, shall cease where an Employee is called in to work and works during the period of standby.

Where an Employee is called back from standby, she/he will receive one and one-half ($1\frac{1}{2}$) times her/his regular straight time hourly rate

for all hours worked with a minimum guarantee of three (3) hours pay at her/his regular straight time hourly rate.

- (b) The Employer will pay for all time spent on telephone calls by an Employee on standby that requires documentation of service, actions taken and advice given, at time and one-half (1½) the Employee's straight time hourly rate. The minimum payment for a telephone call will be one-half (½) hour paid at the rate of time and one-half (1½), i.e. forty-five (45) minutes, paid in increments of one-half (½) hour at the Employee's current wage rate and shall be considered compensation for all subsequent calls within that one-half (½) hour. It is understood that the standby premium, referred to in 18.05 (a) above, for the time paid will be waived.
- (c) The Employer will not institute standby scheduling without notice to the Union. Once notice is received the parties will meet to negotiate all scheduling provisions. The scheduling of standby will not commence prior to an agreement being signed.

18.06 Shift and Weekend Premium

(a) Shift Premium

A shift premium of one dollar and eighty-five cents (\$1.85) per hour will be paid for all hours worked between 1630 and 0800 hours.

(b) Weekend Premium

An Employee shall be paid a weekend premium of two dollars and thirty cents (\$2.30) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

18.07 Responsibility Payment

An hourly premium of one dollar (\$1.00) will be paid to an Employee when she/he is assigned the task of providing orientation by the scheduler.

18.08 Use of Automobile

- (a) Each Employee will record her/his work mileage daily in accordance with the Employer's policy and submit it to the Accounts Payable Department for payment on a monthly basis.

The Employer will pay each Employee who submits a work mileage work record \$0.53 per kilometre.

- (b) Employees will be compensated for all travel incurred in the course of their duties, however they must claim the lesser distance of actual kilometers travelled, or kilometers travelled with their primary work

site location listed as the start and/or end point. Employees are not compensated for travelling from their home/residence to their primary work site location.

Example 1: Home to Patient: 15 km
Office to Patient: 10 km
Allowable mileage: 10 km

Example 2: Home to Patient: 10 km
Office to Patient: 15 km
Allowable mileage: 10 km

- (c) The Employer agrees to provide paid parking to Employees engaged in conducting LHIN business where a receipt for the expense(s) is provided by the Employee.
- (d) An Employee accepting a position in another municipality pursuant to the job posting provisions of this Agreement or displacing a junior Employee in another municipality pursuant to the layoff provisions of this Agreement will not be entitled to mileage and/or travel time while traveling to and from their residence to their new work location.

ARTICLE 19 – PENSION AND BENEFITS

19.01 O.H.I.P.

The Employer agrees to contribute one hundred percent (100%) of the billed premiums under the Ontario Health Insurance Plan for each eligible Employee in the active employ of the Employer through the payroll health care tax.

19.02 Pension Plan

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

19.03 The Employer agrees to pay one hundred percent (100%) of the billed premiums toward single/family coverage (dependant coverage to dependant children in school, college, or university up to age twenty-five (25) years) of Employees in the active employ of the Employer, including Employees over the age of sixty-five (65) years, for the following benefits:

Hospitalization

The Employer agrees to pay one hundred percent (100%) of the billed premiums toward Semi-Private Hospital coverage.

Extended Health Care

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Extended Health Care Benefits, including but not limited to the following minimum coverage:

1. Pay direct drug plan, \$5.00 co-payment. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent to the generic version of the drug unless there is a documented adverse reaction to the generic drug or the beneficiary's doctor stipulated that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.
2. Massage Therapy, Physiotherapy, and Chiropractor – \$350.00 per participant per calendar year per service with no limitations on reimbursement per visit;

Effective August 1, 2017 - Massage Therapy, Physiotherapy, and Chiropractor – \$400.00 per participant per calendar year per service with no limitations on reimbursement per visit;
3. Hearing Aids – \$500.00 per hearing aid every five (5) years;

Effective August 1, 2017, hearing aid coverage to provide for \$500 coverage every thirty-six (36) months.
4. Out of Province – coverage for ninety (90) days; \$1,000,000.00 maximum coverage.
5. Effective January 1, 2024, Vision Care, with a maximum of four hundred and fifty dollars (\$450.00) every twenty-four (24) months for corrective lens, laser surgery or other surgical corrective procedures per participant. The cost of an eye exam every twenty-four (24) months per participant will be reimbursed up to a maximum of \$100.00.
6. Private Duty Nursing – maximum of \$10,000.00 per calendar year for the services of an RN or RPN in the home on a full or part shift basis.
7. Mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) - \$1200.00 per participant annually for a combined total.

Dental Plan

The Employer agrees to contribute ninety percent (90%) of the billed premium for a dental plan based on current Ontario Dental Association rates, including but not limited to the following minimum coverage:

1. Basic services to include recall every nine (9) months, no limitations on reimbursement per calendar year.
2. Comprehensive basic services to include endodontic, periodontal and denture service coverage at 80/20 co-insurance to \$1,500.00 maximum per person annually.
3. Major restorative services to include dentures, crowns, crown restoration and repair, bridges and implants at 80/20 co-insurance to \$1,500.00 maximum per person annually.
4. Orthodontic coverage at 50/50 co-insurance to \$1,500.00 maximum per insured lifetime.

Group Life Insurance

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Group Life Insurance coverage (including Accidental Death and Dismemberment) to a maximum of two (2) times the annual salary of the Employee rounded up to the next \$1,000 for each Employee. In consideration of the insurance provided, the Employer will retain the Employee's share of any reduction in Employment Insurance premiums.

- 19.04 “Active employ” excludes absences without pay from the LHIN in excess of thirty (30) consecutive calendar days. An Employee on such leave of absence shall be responsible for full payment of the premium for any subsidized Employee benefits in which she/he is entitled to participate for the period of absence in excess of thirty (30) consecutive calendar days. The Employee may arrange with the Employer to pre-pay the full premium of any applicable subsidized benefit during the period of leave to ensure her/his continuing coverage subject to the approval of the carrier. Failure to provide post-dated cheques will result in benefits being cancelled.
- 19.05 In the case of unpaid leaves of absence because of pregnancy or parental leave, or when an Employee is in receipt of LTD Benefits, the Employer will continue to pay its share of the subsidized Employee benefits for a maximum of two (2) years, unless the Employee indicates in writing that she/he does not wish to continue her/his participation in the benefit plans.
- 19.06
- (a) The Employer shall provide each Employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.03. Upon request, the Employer will provide the master benefit plans to the Union.
 - (b) The Employer shall notify the Union of the names(s) of the carrier(s) that provide the benefit plans defined in Article 19. The Employer shall also provide the Union with a copy of all current information booklets provided to the Employees.

19.07 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.

19.08 Retirement Benefits

- (a) The Employer shall pay fifty percent (50%) of the billed premium costs for the benefits listed in this Article for an Employee who meets the following qualifications:
 - i) The Employee retires between the ages of fifty-five (55) and sixty-five (65), and
 - ii) The Employee has worked a minimum of ten (10) years of equivalent full-time service (nineteen hundred and fifty (1950) hours equals one (1) year of equivalent full-time service for part-time Employees) immediately prior to her/his retirement; and
 - iii) On her/his retirement date, the Employee is enrolled in the benefit plan for which she/he is seeking coverage (single/family) pursuant to Article 19.03 and has been enrolled for the five (5) years immediately prior to said retirement date.
- (b) The Employer shall pay fifty percent (50%) of the billed premiums for life insurance coverage in the amount of \$25,000.00, which shall exclude Accidental Death and Dismemberment and Disability Coverage, such payment shall cease when the retiree reaches the age of sixty-five (65), or until the retiree's death whichever comes first.
- (c) The Employer shall pay fifty percent (50%) of the billed premiums for drugs, vision and physiotherapy as provided under Article 19 to which the retiree may be entitled until the retiree reaches the age of sixty-five (65), or until the retiree's death whichever comes first. The benefits are subject to change subsequent to retirement. However, these benefits shall be consistent with that of those Employees who are working.
- (d) Notwithstanding the above, the following Employees will receive retiree benefits, premiums paid 100% by the Employer, based on the eligibility identified in Article 14.12 of the Chatham site provisions contained in the PSLRTA agreement signed between ONA and the Erie St. Clair LHIN dated July 4, 2007:

Candace Hitchcock

And any other Employees who are currently in receipt of said benefits.

- (e) If a retiree shared premium costs with the Employer prior to retirement, the retiree shall be required to continue to remit her/his portion of the premium for continued coverage. The Employees who are sharing in the cost of premiums on her/his retirement date shall continue to contribute in the same proportion while a retiree and such contribution shall be received no later than the 25 day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the retiree's participation shall be terminated forthwith.

19.09 Part-time Benefits

Part-time Employees who work thirty-seven and one-half (37.5) hours or more biweekly on a regular basis are eligible to choose to participate in the benefit plans identified in 19.03 and 20.02 on a pro-rated basis as outlined below, or in the alternative may choose to receive a percentage in lieu of benefits as outlined below. The part-time Employee will provide the Employer with written documentation of which option they have chosen. Once the part-time Employee has elected to receive a percentage in lieu of benefits, she/he cannot alter her/his selection to receive pro-rated benefits unless she/he has experienced a life changing event. In this regard, the Employer will require the Employee to sign a waiver, confirming her/his intention to waive her right to receive pro-rata benefits.

1. Pro-rata benefits:

Each quarter, the Employer will compute the pro-rated amount applicable to all part-time Employees who have elected to receive benefits under this provision based on paid hours on the presumption that 100% = 487.5 (¼ of 1950). The Employer will pay that proportion of the premiums of those health benefits identified in Article 19.03 (single or family) and 20.02 normally payable on behalf of a full-time Employee.

2. Percentage in lieu of benefits:

Each part-time Employee will receive twelve percent (12%) of her/his gross bi-weekly earnings in lieu of all other health and welfare benefits, including long-term disability and sick leave benefits. If the Employee is eligible for membership and chooses to belong to the Hospitals of Ontario Pension Plan (HOOPP), she/he will receive eight percent (8%) of her/his gross bi-weekly earnings in lieu of all other health and welfare benefits.

19.10 Ms. England and Ms. Deneweth will have their current level of benefits, as of June 27, 2009, maintained. The Employer agrees to add the orthodontic coverage as per the current benefit coverage for the ONA bargaining unit as identified in the collective agreement. All NPs, after June 27, 2009 will receive benefits as per the current ONA collective agreement.

ARTICLE 20 – SICK LEAVE AND LTD

20.01 Sick Leave Provisions

- (a) Sick leave means the period of time a full-time or part-time Employee is absent from work with full pay by virtue of being sick or disabled.
- (b) Sick leave shall be earned by full-time Employees on the basis of 11.25 hours per month. Part-time Employees who have elected to receive pro-rata benefits shall accumulate sick leave on a pro-rata basis each month based on their position. Employees shall be entitled to an accrual of their entire unused portion of accumulated sick leave benefits earned year to year for their future use.
- (c) Where an Employee is absent from work due to legitimate personal illness, she/he shall be paid her/his regular straight time earnings for her regularly scheduled hours to the extent of her/his credits in her/his sick leave bank. An Employee who becomes entitled to payment under the Long Term Disability Plan shall have her/his entitlement to payment from the sick leave accumulation suspended while receiving payments under the Plan.
- (d) A record of all unused sick leave will be kept by the Employer. An Employee may review the records of the Employer at any reasonable time as to her/his sick leave and verify that the accumulated sick leave is correct.
- (e) An Employee shall be entitled, after notifying her/his Patient Services Manager or designate, in advance, to use accumulated sick leave to keep an appointment with the doctor or dentist or other recognized medical specialist for herself/himself. Such time will be accumulated and deducted from the Employee's sick leave credits.
- (f) If an Employee is on leave of absence without pay, there shall be deducted from the current monthly sick leave entitlement, one-half ($\frac{1}{2}$) day sick leave for each seven (7) days absence from work during any calendar month, or the entire sick leave entitlement in the event of absence during an entire calendar month. There shall be no further accrual of sick leave credits for any Employee while absent from work because of illness after the first four (4) months of such absence.
- (g) An Employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of five (5) working days, certifying that such Employee is unable to carry out her/his duties due to illness. If the Employer requires the Employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

20.02 Long Term Disability Benefits

- (a) Full-time Employees and part-time Employees receiving pro-rata benefits are required to participate in the Employer's Long-Term Disability Plan, subject to its terms and conditions on the basis of one hundred percent (100%) Employer paid premiums.
- (b) The waiting period for long term disability benefits shall be seventeen (17) weeks or one hundred and nineteen (119) days and the benefit level shall be sixty percent (60%) of earnings.
- (c) The Employer will provide the Union and each Employee with a full copy of the Long-Term Disability Plan and with updated pages as they are revised.
- (d) The Employer may substitute another carrier for the Long-Term Disability Plan provided the level of benefits is not decreased in any way. The Union and all Employees will be notified of any changes to the benefit carrier and will be provided a copy of the new Long Term Disability Plan with a listing of any and all changes made to the Plan.

20.03 Vacations – Interruption

Where an Employee's scheduled vacation is interrupted due to serious illness that negatively impacts her/his vacation and that commenced prior to and continues into the scheduled vacation, the period of such illness shall be considered sick leave.

The portion of the Employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the Employee's vacation credits.

- 20.04
- (a) The Employer shall apply for and provide coverage for all bargaining unit Employees under the Workplace Safety and Insurance Act through the Workplace Safety and Insurance Board (WSIB).
 - (b) If an Employee suffers a compensable injury while at work:
 - i) She/he shall report same to the Human Resources Department or Patient Services Manager as soon as possible;
 - ii) The Employer will pay the balance of the work day;
 - iii) An employee who is absent from work as a result of a compensable illness and injury under the *Workplace Health and Safety Insurance Act* and who is awaiting receipt of WSIB benefits can request payment pursuant to the sick leave plan and such payments will be reimbursed to the Employer once

the Employee is in receipt of WSIB benefits. An Employee will execute any and all documentation necessary to give effect to this provision and ensure repayment to the Employer.

ARTICLE 21 – JOB SHARING

Job-sharing is defined as an arrangement whereby two (2) Employees equally share hours of work of what would otherwise be one (1) full-time position. The Employees working as job-sharers shall be classified as regular part-time and will be covered by this Collective Agreement and by the following:

- 21.01
- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis. The Employer, in consultation with the Union shall determine the suitability and number of job sharing positions. The Employer will respond to requests in writing within a two (2) week period. Such requests will not be unreasonably denied by either party.
 - (b)
 - i) Any incumbent full-time Employee wishing to share her/his position may do so without having her/his half of the job posted. The other half of the job-sharing position will be posted.
 - ii) Where a full-time position remains unfilled, the Employer may post the vacant full-time position as a new job sharing arrangement. Both job sharing positions will be posted and selection will be based on the criteria set out in Article 10.01.
 - (c) Total hours worked by the job-sharers shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) Employees and the Patient Services Manager, or her/his designate. If the Employees are unable to reach mutual agreement, the Patient Services Manager, or her/his designate will determine the Employees' schedules.
 - (d) It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Patient Services Manager/designate must be notified to book coverage.
 - (e) Job-sharers may cover each other's absences or vacations, if the Employer decides to replace the absence or vacation. In the case of prolonged or extended absences job-sharers will be given first opportunity to cover for their partners. For purposes of team vacation quotas in Article 16.08, job-share partners shall be counted as one (1) employee. However, where part-time Employees in a job-sharing arrangement cover for each other's vacation, they will not be counted in any vacation quotas.

- (f) The total planned absences for the job share position shall not be more than would be possible if one full-time employee held the position. Therefore, planned absence as defined in 16.08 (a) (where neither job-share partner is working) is limited to six (6) weeks per calendar year, of which prime time summer period (July and August) is limited to three (3) weeks as per 16.05(f).

If one of the job-sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the remaining Employee will maintain their part-time status and will elect to take a vacant part-time position that has been posted pursuant to Article 10.01 and remains unfilled or will be scheduled pursuant to the scheduling provisions in Article 17.05. The shared position would then revert to a full-time position and be posted in accordance with Article 10.01.

- (g) i) Discontinuation

Either party may discontinue a job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- ii) Where a job-sharing arrangement is discontinued under (i) above, the position must revert to a full-time position. The Employees in the job-shared position will maintain their part-time status and will be governed by the scheduling provisions in Article 17.05. The shared position would then revert to a full-time position and be posted in accordance with Article 10.01.

- (h) Employees in a job sharing arrangement who are not scheduled to work on a Designated Holiday as defined in Article 15.01 shall receive payment for the holiday.

ARTICLE 22 – MISCELLANEOUS

22.01 The Employer shall provide the agreement electronically as soon as practicable after signing. Employees will be permitted to print copies.

22.02 **Proof of Employment – Financial Disclosure**

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

Proof of Employment – Recent Related Experience Disclosure

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

- 22.03 Should an Employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the Employee, will provide the Employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.

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

- 22.04 If a Regulated Health Professional or Registered Social Worker is advised or notified that he/she is not a member in good standing with their College for any reason including non-payment of the annual fee, the Employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the Employee presents evidence that her or his Registration has been reinstated, he/she shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the Employee being placed on non-disciplinary suspension by the Employer will result in the Employee being deemed to be no longer qualified and the Employee shall be terminated with cause from the employ of the Employer unless there are extenuating circumstances beyond the control of the Employee. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario Human Rights Code.

- 22.05 The Employer will advise relevant Employees of decisions with respect to awarding the termination of agreements with service providers and make accessible to them information required to perform their duties.

- 22.06 (a) The Employer will provide a page on the intranet which may be used by the Union for posting official notices of Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that it deems to be adverse to its interests.
- (b) The Employer will provide the Union with a locked filing cabinet at each site of the Erie St. Clair LHIN for use by the Bargaining Unit Representatives.

ARTICLE 23 – SALARIES AND CLASSIFICATION

23.01 Employees shall be compensated for their services in accordance with Schedule "A" which is attached and forms part of the Collective Agreement.

23.02 Previous Experience Credit

For the purposes of initial placement on the wage grid of a newly hired Employee, such Employee may make a claim in writing for recognition of recent related professional experience and shall submit verification of same. No review shall be given for experience where the Employee has not been actively employed in their related professional capacity within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience and, where such experience is acceptable, shall place the Employee on the wage grid based on one (1) increment level for each year of experience (part-time experience will be calculated pursuant to the formula set out in Article 9.04) up to the maximum level of the salary grid. The Employer shall give credit for all part-time and full-time experience, including a combination of both.

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

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

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

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

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

24.02 The following principles shall govern the resolution of issues:

- (a) The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest possible opportunity.
- (b) Circumstances arising more than six (6) months prior to the issue being raised with the Employee's Supervisor shall not be considered unless a pattern has been established.
- (c) It is understood that professional practice/workload issues do not constitute a difference between the parties as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement and, accordingly, are not subject to Article 8 (Grievance and Arbitration Procedure).

24.03 The following process shall be followed:

- (a) In the event that a professional practice or workload issue arises that affects an individual Employee or a group of Employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the Employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the Employee(s) shall within five (5) work days document their professional practice issue in writing (using the form set out in Appendix 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 Senior Director, Patient Services and/or designates. Within five (5) work days of the meeting, a written response shall be provided to the Employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.
- (c) Failing resolution in (b) above and within five (5) work days of the written response or no response in (b) above being provided to the employee, the Union shall forward the Form to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.

- (d)
 - i) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) persons who have expertise in either Case Management, In-Home Services or Long Term Care Coordination Services, depending on the type of complaint filed; one (1) chosen by the Union, one (1) chosen by the Employer, and one (1) chosen by the other two (2) from a panel of two (2) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.
 - ii) The Assessment Committee shall set a date to conduct a hearing into the complaint within thirty (30) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (e)
 - i) The list of Chairpersons – Assessment Committee is attached to and forms part of this Agreement.
 - ii) Each party will bear the cost of its own Nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (f) Any complaint lodged under this provision shall be on the form set out in Appendix “2” of this Collective Agreement. The parties may agree to an electronic version of the form and a process for signing.
- (g) 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.
- (h) Timelines outlined in the above article can be extended by mutual agreement of the parties.

24.04

- (a) The parties agree to the use of an electronic version of the ONA LHIN Professional Responsibility Report Form (Appendix 2).
- (b) The parties agree that hard copies of the form continue to be valid for purposes of Article 24.
- (c) Electronic Professional Responsibility Report Forms will be sent, via email, to the applicable Patient Services Manager, to the Union’s designated PRC representative and copied to the Bargaining Unit President and to the Director of Human Resources, or her/his designate.

- (d) The electronic signature of the employee submitting the LHIN Professional Responsibility Report Form will be accepted as the original signature. Where multiple employees are part of the submission of the form the signing of the form by the submitting employee will be taken to mean all employees are aware of and agree to the submission of the form. A list of names will be included on the form.
- (e) The parties agree to not use or rely upon any preliminary arguments related to the use or completion of the electronic version should the issue proceed to an Independent Assessment Committee in accordance with Article 24.03 (e).

ARTICLE 25 – DURATION AND RETROACTIVITY

- 25.01 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. Wages shall be retroactive to April 1, 2022 and shall be paid by separate cheque within two (2) full pay periods of the ratification of the bargaining unit.
- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 25.03 Retroactivity will be paid to all current and former employees based on hours paid within three full pay periods of ratification.

SCHEDULE “A”

SALARY SCHEDULE

Registered Practical Nurse (RPN) Care Connectors	April 1, 2021 1.5%	April 1, 2022 3%	April 1, 2023 3%
Level 1	\$ 27.20	\$28.02	\$28.86
Level 2	\$ 28.48	\$29.33	\$30.21
Level 3	\$ 30.09	\$30.99	\$31.92
Level 4	\$ 31.68	\$32.63	\$33.61
Level 5	\$ 33.34	\$34.34	\$35.37
Level 6	\$ 35.69	\$36.76	\$37.86

Care Coordinator	April 1, 2021 1.5%	April 1, 2022 3%	April 1, 2023 3%
Level 1	\$36.82	\$37.92	\$39.06
Level 2	\$38.55	\$39.71	\$40.90
Level 3	\$40.73	\$41.95	\$43.21
Level 4	\$42.91	\$44.20	\$45.53
Level 5	\$45.12	\$46.47	\$47.86
Level 6	\$48.32	\$49.77	\$51.26

Education Facilitator/ Wound Care Specialist	April 1, 2021 1.5%	April 1, 2022 3%	April 1, 2023 3%
Level 1	\$37.93	\$39.07	\$40.24
Level 2	\$39.70	\$40.89	\$42.12
Level 3	\$41.96	\$43.22	\$44.52
Level 4	\$44.21	\$45.54	\$46.91
Level 5	\$46.47	\$47.86	\$49.30
Level 6	\$49.75	\$51.24	\$52.78

Nurse Practitioners	April 1, 2021 1.5%	April 1, 2022 3%	April 1, 2023 3%
Level 1	\$55.95	\$57.63	\$59.36
Level 2	\$56.90	\$58.61	\$60.37
Level 3	\$59.03	\$60.80	\$62.62
Level 4	\$63.26	\$65.16	\$67.11
Level 5	\$65.41	\$67.37	\$69.39
Level 6	\$67.35	\$69.37	\$71.45

Full-time:

Each full-time Employee will be advanced from her/his present level to the next level set out in the Schedule “A”, twelve (12) months after she/he was last advanced on her/his service review date. If an Employee’s absence without pay (excluding absences on WSIB and LTD) from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, her/his service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Part-time:

A part-time or casual Employee will be advanced from her/his present level on the Salary Schedule to the next level on the Salary Schedule after obtaining one (1) year's service credit calculated in accordance with the provisions of Article 9.04(a).

SCHEDULE “C”


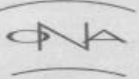
**LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE – CHAIRPERSONS**

Eleanor Plain
1684 Middle Road
Kingston, Ontario
K7L 5H6
613-549-3219
eleanor.plain@sympatico.ca

Laralea Stalkie
109 Riverview Drive
P.O. Box 71
Camden East, Ontario
K0K 1J0
613-378-6305

APPENDIX 1

O.N.A. GRIEVANCE FORM

 ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF 			
ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:	
STEP ONE PREMIÈRE ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		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
STEP TWO DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		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
STEP THREE TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		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
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?

SECTION 4: REMEDY/SOLUTION

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

Provide details:

Was it resolved?

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

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

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

Provide details – (include names)

Was isolated incident resolved?

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

If an ongoing problem, was the entire issue resolved?

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

Were measures implemented to prevent re-occurrence?

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

Provide details:

SECTION 5: INITIAL RECOMMENDATIONS

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

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

SECTION 6: EMPLOYEE SIGNATURES

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

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

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

SECTION 7: MANAGEMENT COMMENTS

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

Management Signature:
date.

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:

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

GUIDELINES AND TIPS ON ITS USE

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

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

STEPS IN PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

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

APPENDIX “A”

Introduction and discontinuation of extended tours

EXTENDED TOURS

- (a) Extended tours shall be introduced into any team when:
 - i) Seventy-five (75%) the Employees in the team so indicate by secret ballot; and
 - ii) The Employer agrees to implement the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any team when:
 - i) Seventy-five (75%) of the Employees in the team so indicate by secret ballot; or
 - ii) The Employer serves notice of its desire to discontinue extended tours because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems, and
 - ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, extended tours will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph 3 (a) above.
- (a) Extended tours shall normally be defined as:

0800 – 2000
- (b) Notwithstanding (a) above, the parties shall meet prior to extended tours being implemented in any team in an effort to develop a

mutually agreeable schedule for that team, which schedule may include a mix of eight (8) and twelve (12) hour tours.

Scheduling of extended tours shall be in accordance with the following:

- (a) No split shifts.
- (b) An Employee shall not be required to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on the fourth (4th) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.
- (c) In case where the team has selected a cascade schedule, premium pay will be paid for all hours worked on the fifth (5th) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.
- (d) Should an employee work more consecutive extended tours as a result of a trade with another Employee, the premium indicated in paragraphs (b) and (c) do not apply.
- (e) At least two (2) consecutive days off shall be scheduled.
- (f) There shall be a period of not less than eleven (11) hours off between tours of duty. Where the Employer fails to provide the requisite hours off as provided herein, a full-time and regular part-time Employee will be compensated with premium pay for all hours worked during the previous twelve (12) hours.
- (g) A regular part-time Employee is duly entitled to at least two (2) weekends off in four (4), but the Employer shall make every effort to schedule Employees off every other weekend. She/he shall be paid time and one-half (1½) her/his regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, save and except where:
 - i) Such weekend has been worked by the Employee to satisfy specific days off requested by such Employee; or
 - ii) Such Employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another Employee.
- (h) Total break time for extended tours will be divided into three (3) thirty (30) minute break periods. The breakdown of the break time shall be as follows:

first fifteen (15) minutes unpaid;

second fifteen (15) minutes paid;
second thirty (30) minute period unpaid;
third thirty (30) minute period paid.

For the purpose of Article 15.01 (Paid Holidays & Float Holidays = 13 days), it is understood that the Employees get up to a maximum of 97.5 hours.

For the purpose of Article 16.01 (Vacations), it is understood that the Employees get the following allocations:

1 yr less than 3 yrs	3 weeks = 112.5 hours
3 yrs less than 12 yrs	4 weeks = 150 hours
12 yrs less than 19 yrs	5 weeks = 187.5 hours
19 yrs less than 28 yrs	6 weeks = 225 hours
28 yrs+	7 weeks = 262.5 hours
30 yrs anniversary	8 weeks = 300 hours
35 yrs anniversary	8 weeks = 300 hours
40 yrs anniversary	8 weeks = 300 hours

It is understood by the parties that Employees should not receive any extra entitlement and/or benefit as a result of the extended hours schedule.

- (i) Payment of overtime premium at the rate one and one-half (1 ½) times the Employee's regular straight time hourly rate of pay for the time so work; or
- (ii) Lieu time off at the rate of one and one-half (1 ½) times the time so worked. Lieu time off may be banked to a maximum of fifty two and one-half (52.5) hours. An Employee can request the pay out of her overtime bank at any time with a written notice to the payroll office. This time off must be used by December 31 of each year or it will be paid out. With the consent of her Patient Service Manager the Employee may carry the lieu time accumulated over for a period of three (3) months to March 31 of the following year. This time off will be scheduled at a time mutually agreed upon by the Employee and her Patient Services Manager or designate. All Leave Management Requests including lieu time requests will be responded to within three business days of submission.

APPENDIX "B"

RE: EMPLOYMENT STATUS OF VALERIE TUCK, LONG TERM CARE COORDINATOR

1. The Employer and the Union hereby agree to continue the existing work practice enjoyed by Employee, Valerie Tuck. Specifically, Ms. Tuck will continue to work three (3) days per week.
2. Notwithstanding her hours of work, Ms. Tuck will be considered a full-time Employee for all purposes of the Collective Agreement, except as modified in this Appendix "B". Specifically, the Employer will contribute one hundred percent (100%) of the Employer's share of premiums for the health and welfare benefits described by Article 19 of the Collective Agreement. Further, Ms. Tuck will accumulate service and seniority on the basis of the hours she is paid (i.e. 1500 hours is the equivalent of one year's service). However, the parties acknowledge that vacation and sick day entitlement will be prorated.
3. Notwithstanding the provisions of the Collective Agreement, the Employer will offer Ms. Tuck any and all additional hours of work in Long Term Care (LTC), including vacation coverage before such hours are offered to full-time or part-time Care Coordinators except as modified below.
4. The Employer will designate two (2) float Care Coordinators to be qualified to work in LTC. The two (2) float Care Coordinators shall be each offered one (1) shift in LTC for the winter (January 1 – March 31), spring (April 1 – June 30), summer (July 1 – September 30) and fall (October 1 – December 31) to keep their skills current. Such shifts will be offered first from among shifts that Valerie Tuck is unavailable. If no such shift exists then shifts will be offered that Valerie Tuck is available for despite paragraph 3 above.
5. If a LTC shift becomes available as a result of a same day sick call the Employer may attempt to cover the shift by reassigning a qualified Care Coordinator on shift. Where no qualified Care Coordinator is available to cover the absence the Employer shall offer the shift to Valerie Tuck.
6. The parties agree that LTC shifts that Valerie Tuck is unavailable for or declines shall be offered to the two (2) float Care Coordinators identified in paragraph 4 above first, then to other qualified Care Coordinators by seniority. If no one accepts the offer it shall be assigned to a qualified Care Coordinator by reverse seniority.
7. The parties confirm that Ms. Tuck is entitled to apply for additional life insurance for Employees, spouses, or eligible dependants, which are to be paid one hundred percent (100%) by the Employer during the life of this Collective Agreement.
8. The parties agree that this Appendix forms part of the Collective Agreement.

APPENDIX “C”

All Sites

0800 – 1600

0900 – 1700

1000 – 1800

1100 – 1900

1200 – 2000

0800 – 2000 (extended tours)

Weekends: 0830 – 1630

1000 – 1800

1200 – 2000

0800 – 2000 (extended tours)

NOTE 1: The hours of work referenced above are solely related to positions and scheduled shifts within the bargaining unit. They do not relate to individual start/stop times granted to specific employees.

APPENDIX “D”

SERVICE/SENIORITY CONVERSION FORMULAS PRIOR TO JULY 1, 2007

CHATHAM SITE

For service prior to July 1, 2007, the conversion formula for Chatham-Kent Care Coordinators is 1400 paid hours is equivalent to one (1) year of full-time seniority. For service prior to October 25, 1999 for Chatham-Kent, the conversion formula is 1525 paid hours is equivalent to one (1) year of full-time seniority.

For service prior to July 1, 2007, the conversion formula for Chatham-Kent Long Term Care Coordinators is 1400 paid hours is equivalent to one (1) year of full-time seniority. For service prior to October 25, 1999 for Chatham-Kent, the conversion formula is 1820 paid hours is equivalent to one (1) year of full-time seniority.

SARNIA SITE

For service prior to July 1, 2007, the conversion formula for Sarnia-Lambton is 1500 hours worked is equivalent to one (1) year of full-time seniority.

WINDSOR SITE

For service prior to July 1, 2007, the conversion formula for Windsor-Essex is 1638 paid hours is equivalent to one (1) year of full-time seniority.

SERVICE/SENIORITY CONVERSION FORMULAS AFTER JULY 1, 2007 AND UP TO JUNE 27, 2009

The following information was contained in Section 2 and Appendix A – Article 4.03 (a) of the Composite Agreement signed pursuant to Section 24 of the PSLRTA dated July 4, 2007:

A seniority list shall be established for all Full-time and Regular Part-time Employees who have completed their probationary period. Full-time seniority will be expressed in length of service since date of hire and part-time seniority will be expressed in hours paid. The conversion formula will be based on 1500 paid hours is equivalent to one (1) year of full-time seniority effective July 1, 2007.

Effective July 1, 2007 up to June 27, 2009 seniority will accumulate on the following basis:

- (i) Full-time Employees– Continuous service with the Employer since the date of last hire.
- (ii) Part-time Employees– Paid hours accumulated since the last date of hire calculated on the basis that 1500 hours equals one (1) year.

No part-time or casual Employee shall be entitled to accumulate more than the equivalent of one (1) year's full-time seniority/service in any consecutive twelve (12) month period, notwithstanding the number of hours the Employee works in that consecutive twelve (12) month period.

SERVICE/SENIORITY CONVERSION FORMULAS
AFTER JUNE 27, 2009 AND UP TO JULY 5, 2011

In the event a full-time Employee obtains a part-time or casual Employee position, or vice versa, the Employee will transfer her full service and seniority to the part-time or casual position, or vice versa, on the basis of one (1) year of full-time service or seniority equals nineteen hundred and fifty (1950) hours of part-time or casual service of seniority.

Full-time, part-time or casual service or seniority shall not precede the Employee's date of hire.

APPENDIX “E”

LABOUR RELATIONS PROTOCOL

Meetings between the Union and the Employer pursuant to the Collective Agreement.

Meetings will be convened by either party in compliance with the Collectives agreement.

- Possible meeting times will be offered by the parties requesting the meeting at least seventy-two (72) hours (except in extenuating circumstances), in advance of the meeting.
- The party requesting the meeting will advise what the meeting is about.
- The Bargaining Unit President or her/his designate* and the senior HR director or his/her designate will be copied on all requests for meetings by either party.

Professional Responsibility Workload Report Form Issues (PRWF)

While there is a merged Union/Management Committee (UMC) which meets regularly, PRWF issues will be dealt with by a subcommittee of the UMC at local sites.

Who: Site specific UMC branch site representatives (reps) as available, the affected Employee/s and the Bargaining Unit President. (E.g. Chatham: rep from Chatham site plus BU president)

When: at mutually agreed upon times, pursuant to the Collective Agreement.

Where: Specific PRWF issues should be discussed at the specific site, unless otherwise agreed by the parties.

How: Initial meetings will be arranged to have the Bargaining Unit President participate via videoconference on the condition that videoconferencing will be made available to the Union in advance of and after the meeting on a confidential basis, and that sufficient time to accommodate full discussion is allowed (as agreed in advance by the parties). In the event that a mutually agreeable resolution is not reached at the initial meeting a further meeting will be arranged at which the Bargaining Unit President can attend in person.

Grievance Meetings

Who: ONA Labour Relations Officer (LRO) Bargaining Unit President, Grievance Chair, Grievor/s and other representatives as designated by the Union to a maximum of two (2) additional participants.

NB: the point of contract for the step II meetings is the LRO.

When: In the compliance with the C/A, as arranged with the LRO

Where: At affected site, unless otherwise agreed between the parties.

How: In person, unless a party or individual elects to participate via teleconference. Grievance meetings will deal with all outstanding Grievances not previously dealt with and are currently at step II.

Complaint, Investigation and Discipline Meetings

When discipline, discharge, complaints against an Employee and/or any issues which may have bearing on Employee's employment are discussed, the Bargaining Unit President or his/her designate will first be contacted by the Employer, and informed that the meeting will take place and the nature of the meeting.

Who: Employee in question, and Bargaining Unit President or his/her delegate. Subject to operations requirements the Union may bring one (1) additional representative for training purposes.

When: As soon as meeting can reasonably be arranged, after the Bargaining Unit President has been notified and can arrange to attend or for a designate to attend. It is understood that extenuating circumstances may arise (for example involving serious misconduct or urgent patient care issues) that require an immediate meeting.

Where: At the affected Employee's work site, unless otherwise agreed.

How: In person, unless agreed otherwise.

Other Union Activities during work hours

It is recognized that Union representatives have a duty and an obligation to represent the interests of their bargaining unit members. It is also recognized that Union representatives are Employees of the LHIN and must perform their duties and responsibilities as Employees.

It is permissible and expected for Union representatives to deal with the following during working hours:

- Requests for information from members concerning the union's processes and/or the collective agreement;
- Arrangements regarding meetings.

It is understood that such communications or consultations that are expected to take more than five (5) minutes will be dealt with during unpaid work time or after hours subject to the collective agreement.

The Employer recognizes the right of Union representatives to attend to Union business in accordance with the provisions of the collective agreement, such issues include:

- Grievance issues
- Occupational health and safety issues
- Modified work, return to work, accommodation issues
- Worker's compensation issues (WSIB)

- Professional responsibility/workload issues
- Union/Management Committee issues
- Communications with the Employer regarding labour relations issue(s)

Except as set out in this protocol, no other Union activity shall occur during regular working hours without consent of the Employer.

The use of Employer email for Union business is permissible, including communications about grievances and regarding Employer communications.

APPENDIX “F”

TEAMS

The teams are as follows;

- Chronic/Community Independence (CCI)
- Clinical CCs (Primary Care / Palliative Care/ BSO)
- eRehab Clinical CCs (all sites)
- Complex/Renal CCs
- Children’s Health Team Services (CHTS) (all sites)
- Placement (PCS) (all sites)
- Short Stay (all sites)
- Intake (all sites)
- Windsor Regional Hospital (WRH)
- Hotel Dieu Grace Healthcare (HDGH)
- Bluewater Health/CEE Hospital
- Chatham Kent Health Alliance (CKHA)/Wallaceburg
- Erie Shores Healthcare (ESHC)
- Floats
- Education Facilitators (all sites)
- Telehomecare, Care Connector (all sites)
- IOCC (all sites)
- GRRT/PCCT(non-NP)
- Palliative Care/Community Nurse Practitioners
- Clinical/Wound Nurse Practitioners
- Mental Health and Addictions Nurse
- eRehab Directing Therapists (all sites)

LETTER OF UNDERSTANDING

Re: Flexible Hours of Work for Full Time Long Term Care Coordinators and Intake

The parties agree to the following with regard to the implementation of flexible hours of work:

1. Hours of work for working flexible hours will be 0800-1600 (for Long Term Care Coordinator) or 0900 to 1700 hours, both inclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch.
2. A maximum of one Intake Care Coordinator and one Long Term Care Coordinator will be allowed to work flexible hours.
3. An Intake Care Coordinator working flexible hours who is required to attend meetings, intake, and hospital coverage will be expected to work regular hours on these days (e.g. 0830 hours to 1630 hours, inclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch).
4. In addition to the above, a Long Term Care Coordinator working flexible hours will be expected to work 0830-1630 on the days there is only one Long Term Care Coordinator is scheduled.

LETTER OF UNDERSTANDING

Re: Implementation Agreement – Memorandum of Settlement [New Classification Grievance (Nurse Practitioners) dated April 9, 2009 – #200703966] dated October 26, 2009 – Tricia England and Angela Deneweth

The referenced Memorandum of Settlement and subsequent follow up correspondence between the parties contained provisions specific to both Ms. England and Ms. Deneweth that needs to be captured for historical reference. Those provisions are as outlined below:

- 1) The dates for all service entitlements under the collective agreement is January 7, 2008;
- 2) The seniority date for all purposes under the collective agreement is June 27, 2009 subject only to any individual changes made to their employment after the Memorandum was signed;
- 3) The current rate of pay for both Ms. England and Ms. Deneweth will remain at \$53.33 per hour (\$104,000.00 per year) until such time as their current rate of pay is equal to or less than the rate of pay for their service level on the negotiated salary grid, at which time they will be placed on the salary grid at a rate of pay that provides them with an increase in pay.
- 4) Ms. England and Ms. Deneweth will maintain a separate benefit plan maintaining increased benefit coverage as at the time of their inclusion in the bargaining unit.
- 5) Vacation entitlement for both Ms. England and Ms. Deneweth will be maintained at four (4) weeks until such time as their service level entitles them to an increase in vacation as per Article 16.01.

LETTER OF UNDERSTANDING

Re: Flex Time

The following provisions do not apply to Hospital Care Coordinators or Intake Care Coordinators.

The flexible work schedule allows only full-time Employees, who have successfully completed their probationary period, to work an additional thirty (30) minutes per day to be taken as time off within an agreed upon period of time. This arrangement differs from compensation time as compensation time is earned for hours worked in addition to the normal work day. Any such arrangement must be mutually agreed to.

The parties agree to the following:

1. The normal hours of work consist of seven and one-half (7.5) paid hours and thirty (30) minutes unpaid meal time.
2. At the Employee's request and with the Employer's approval, the Employee may elect to accumulate thirty (30) minutes daily by working an additional thirty (30) minutes either immediately before or immediately after the Employee's regularly scheduled hours of work and thereby working eight (8) hours in the day. Any time accumulated by working in this manner must normally be used within an eight (8) week period and/or after fifteen (15) hours have been accumulated. The Employee cannot accumulate more than thirty (30) minutes per day. An Employee may not earn more than sixty (60) hours of flex time in total during a calendar year pursuant to this provision.
3. For Employees who elect to work a flexible schedule, compensation time and/or overtime is based on authorized hours worked in addition to eight (8) hours.
4. The provision of service remains a priority. The work demands/responsibilities must be given every consideration. Earned flex time cannot be taken in less than one (1) hour increments. Earned flex time cannot be taken in connection with any vacation and/or paid holiday, scheduled LOA or compensating time off. The Employer will not be required to provide relief staff or pay any Employee overtime in order to provide replacement coverage for an Employee taking earned flex time.
5. Employees who wish to take less than two (2) hours of flex time on any given day must notify their Manager or designate and identify the time off in the calendar. In order for any Employees to take flex time after 1400 hours on a Friday at least one-half of the team must be working. The Manager shall retain the right to disallow the Employee from taking less than two (2) hours of flex time in cases of emergency. Earned flex time in excess of two (2) hours must be scheduled in advance with the Employer's approval. The scheduling of earned flex time in excess of two (2) hours will not be considered in the calculation of vacation quotas, but is subject to the demands/responsibilities of the business.
6. The Employer and the Union agree to meet on an as needed basis to ensure that the flex time program is meeting the respective needs of the parties.

7. Flex time accumulated in one calendar year can be carried forward for up to eight (8) weeks into the next calendar year. Unused flex time has to be taken in this period.
8. Where an Employee utilizing this arrangement transfers to a position excluded under this Letter of Understanding, she/he will have all accumulated time owing paid out on the paycheck following the date she/he starts in the new position.
9. Where an Employee in this arrangement terminates her employment any time accumulated will be paid out on the last pay cheque issued.

LETTER OF UNDERSTANDING

Re: Weekend/Intake and Hospital Back Up Worker (W/I CC) Chatham, Sarnia & Windsor Sites

Saturday, Sunday and paid holidays, a full time W/I CC will be at each LHIN office in Chatham & Sarnia offices to cover all of Chatham-Kent and Sarnia-Lambton and two (2) full time W/I CC will be at the Windsor LHIN office to cover Windsor-Essex. These Employees will attend at the Hospital to perform duties when required.

Hours of work: 0830 -1630

The four (4) W/I CCs at the sites will work ten (10) shifts per pay period for a total of seventy-five (75) hours of work. The weekends and statutory holidays will be shared between two (2) care coordinators in this role at the Chatham & Sarnia office and the two care coordinators in this role at the Windsor office. The four (4) W/I CCs will be paid an additional two (2) hours of weekend premium pay for each weekend worked. The provisions of Article 18.06(b) of the collective agreement will not apply to Employees receiving the two (2) hour weekend premium.

The W/I CC will be required generally to work alternating weekends.

The W/I CC will be scheduled where needed by the Employer during the weekday shifts – either at intake or hospital backup. Hospital coverage will primarily be for short term illness.

For absences less than sixty (60) days, a part time care coordinator will be offered the shift(s) provided they do not exceed seventy-five (75) hours.

For extended absences such as pregnancy leaves and leaves of absence greater than sixty (60), the Employer will post for a temporary weekend care coordinator position in accordance with Article 10.02.

In the event that the Employer is unable to fill vacant weekend shifts by scheduling full-time floats or part-time Employees, request will be made for coverage in accordance with Article 17.05.

If at any time, any of the four (4) W/I CCs terminate their employment or leave the W/I CC position for any reason, the position will be posted immediately. Until the position is filled, the Employer will request coverage for the scheduled shifts as identified as above.

Paid Holidays

The W/I CC will provide coverage on all paid holidays identified in Article 15.01. The two (2) regular W/I CCs for Chatham & Sarnia will schedule the weekends so that the statutory holiday coverage is shared between them and the two (2) regular W/I CCs for Windsor will schedule the weekends so that the statutory holiday coverage is shared between them.

The W/I CC working the paid holiday will receive payment in accordance with Article 15.06 or 15.07.

In the event two (2) statutory holidays fall on the same weekend (Good Friday/Easter Monday, Christmas Day/Boxing Day) the two (2) W/I CCs can arrange a schedule mutually agreeable between them at Chatham & Sarnia offices and the same for the two (2) W/I CC/s for Windsor office.

The W/I CCs are considered full-time Employees and are entitled to all provisions related to regular full-time Employees under the collective agreement except as expressly amended herein.

LETTER OF UNDERSTANDING

Re: Cross Site Work Assignments

In order to best serve the patients of the ESC-LHIN the parties agree to virtual cross site assignments for work of the Intake, Placement and Care Connector, Telehomecare and Short Stay departments of the three (3) sites of the LHIN. The intent of this initiative is to support improved access for patients and the work of each department within the three (3) sites and not to centralize the location of the departments. The Employer will continue to post new positions and vacancies that may arise in these departments within the communities where the work is most prevalent in accordance with the collective agreement.

As the work process for the Intake, Placement and Care Connector work assignment has been established, the assignment will be implemented as soon as possible upon ratification of the collective agreement.

The parties agree to meet within three (3) months of the ratification of the collective agreement in order to implement work assignment across the region for the Telehomecare and Short Stay departments. A working group will be established to expand the current workflow processes to include patients for the entire region. Such work assignments will be initially trialed and evaluated with the goal to implement within three (3) to six months. If additional time is required the parties will meet to discuss and mutually agree to a revised target date for implementation.

The parties agree to meet to discuss any issues that arise from these work assignments. If additional tours are required, such tours will be offered in accordance to the collective agreement across all sites within each respective department.

LETTER OF UNDERSTANDING

Re: Full-Time Weekend Worker Positions

A unit weekend schedule is being developed in order to meet the LHIN's need for weekend staff, and individual Care Coordinators' preference for a weekend work schedule.

A unit weekend schedule is defined as a schedule in which a full-time float Care Coordinator works a weekly average of thirty (30) hours and is paid for 37.5 hours at her regular straight time hourly rate. The schedule must include two 11.25 hour extended tours, one on each of Saturday and Sunday; the 7.5 hour tour will be scheduled on Monday or Friday. A Care Coordinator working a weekend schedule will work every weekend except as provided for in the provisions below.

The Collective Agreement will be followed for all purposes except as expressly amended below:

- (a) Weekend and shift premiums shall not be paid;
- (b) Vacation Bank

Paid vacation entitlement is determined by Article 16.01 based on the following equivalents:

- i) Less than one (1) years' service – 9.375 hours for each completed months of service;
- ii) One year but less than three (3) years' service – 112.5 hours;
- iii) Three (3) years but less than twelve (12) years' service – 150 hours;
- iv) Twelve (12) years but less than nineteen (19) years' service – 187.5 hours;
- v) Nineteen (19) years but less than twenty-eight (28) years' service – 225 hours;
- vi) Twenty-eight (28) years or more of service – 262.5 hours;
- vii) On each of the anniversary years identified in Article 16.01 (g) thirty-seven and one-half (37.5) hours of paid vacation will be added to the vacation bank.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday, Sunday and Monday/Friday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 16.01.

Single vacation days must be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days taken on the Saturday or Sunday are subject to staffing availability and provided no overtime payment is required to replace the shift.

(c) Paid Holiday Bank

- i) The paid holiday provisions of Article 15 will apply except to the extent that payment for holiday lieu days will be 7.5 hours worked equals 9.375 hours paid lieu time.
- ii) When a paid holiday outlined in Article 15.01 fall on a Saturday or Sunday the Employee working the weekend position will be paid one and one-half times (1½x) her regular straight time hourly rate of pay for all hours worked on the paid holiday. In addition, she/he will receive a lieu day off at her/his regular rate of pay as per i) above.
- iii) Full-time weekend workers are entitled to float holidays pursuant to Article 15.01 and can take their float holiday either on a weekend shift or during the week as per i) above.
- iv) An employee who is not scheduled to work on a statutory holiday will have her lieu time scheduled in the same period in which the statutory holiday falls.

(d) Sick Leave

Article 20 will apply except to the extent that sick leave will be earned on the basis of 14.05 paid hours per month.

Drawing from the sick leave bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as sick time (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

(e) Leave of absence

Article 13 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour Care Coordinators. Weekday tour exchanges will follow the terms of the collective agreement provided the LHIN does not incur additional costs.

In all instances of tour exchanges, the tours must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the Care Coordinators works in excess of the normal daily hours.

Payment or overtime is as in Article 18.01.

(h) Scheduling Provisions

- i) The scheduling and premium provisions relating to consecutive weekends off in Article 17.06 do not apply to Care Coordinators who accept positions under this Letter of Understanding.
- ii) Employees will be entitled to total of ninety (90) minutes of break time while working on the extended tours over the weekend; forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.
- iii) The hours of work for the weekend worker positions will be 0800 to 2000 hours on Saturday and Sunday. The hours of work will not be changed without the expressed written consent of the parties.

(i) Christmas Period

The local provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour Care Coordinator will continue to work weekends during this period.

The weekend schedule may be discontinued by either party with ninety (90) days written notice and only after a meeting has been held to attempt to resolve any identified issues. Where it is decided to discontinue a weekend worker position Article 11 will apply.

LETTER OF UNDERSTANDING

Re: Flex Time for Intake and Hospital Only

The following provisions apply only to Hospital Care Coordinators and Intake Care Coordinators.

The flexible work schedule allows only full-time Employees, who have successfully completed their probationary period, to work an additional thirty (30) minutes per day to be taken as time off within an agreed upon period of time. This arrangement differs from compensation time as compensation time is earned for hours worked in addition to the normal work day. Any such arrangement must be mutually agreed to.

Employees working in float positions, weekend worker positions, or temporary positions are excluded from this process.

The parties agree to the following:

1. The normal hours of work consist of seven and one-half (7.5) and eleven and one quarter (11.25) paid hours and thirty (30) minutes and forty-five (45) minutes unpaid meal time.
2. At the Employee's request and with the Employer's approval, the Employee may elect to accumulate thirty (30) minutes daily by working an additional thirty (30) minutes either immediately before or immediately after the Employee's regularly scheduled hours of work and thereby working eight (8) hours in the day. Any time accumulated by working in this manner must normally be used within an eight (8) week period and/or after seven and one-half (7.5) hours have been accumulated. The Employee cannot accumulate more than thirty (30) minutes per day. An Employee may not earn more than thirty (30) hours of flex time in total during a calendar year pursuant to this provision.
3. For Employees who elect to work a flexible schedule, compensation time and/or overtime is based on authorized hours worked in addition to eight (8) hours.
4. The provision of service remains a priority. The work demands/responsibilities must be given every consideration. Earned flex time cannot be taken in less than one (1) hour increments. Earned flex time cannot be taken in connection with any vacation and/or paid holiday, scheduled LOA or compensating time off. The Employer will not be required to provide relief staff or pay any Employee overtime in order to provide replacement coverage for an Employee taking earned flex time.
5. Employees who wish to take less than two (2) hours of flex time on any given weekday must notify their Manager or designate and identify the time off in the calendar. At least one-half of the scheduled daily team must be working and the Manager shall retain the right to disallow the Employee from taking less than two (2) hours of flex time in cases of emergency. Earned flex time in excess of two (2) hours, or any flex time on a weekend, must be scheduled in advance with the Employer's approval.

6. The Employer and the Union agree to meet on an as needed basis to ensure that the flex time program is meeting the respective needs of the parties.
7. Flex time accumulated in one calendar year can be carried forward for up to eight (8) weeks into the next calendar year. Unused flex time has to be taken in this period.
8. Where an Employee utilizing this arrangement transfers to a position that does not allow flex time, she/he will have all accumulated time owing paid out on the paycheque following the date she/he starts in the new position.
9. Where an Employee in this arrangement terminates her employment any time accumulated will be paid out on the last pay cheque issued.

LETTER OF UNDERSTANDING

Re: Article 16.05 (g) and Employees Working Weekends

WHEREAS the parties have agreed that for purpose of clarification around article 16.05 (g) that this article applies to all employees whose schedule includes the requirement to work weekends;

AND WHEREAS the parties agree to address the inequity of Employees that may be required to utilize (6) vacation days to secure a single block of vacation including the weekend before and after in accordance with Article 16.05 (g);

The Parties hereby agree to the following:

1. That the Employee will have the following options:
 - a. Take all six (6) days as vacation days; or
 - b. Utilize another form of compensable time for the sixth day; or
 - c. Take this sixth day as non-paid leave of absence;
2. If the Care Coordinator requests to work (6) or seven (7) days in a row within a pay period in order to meet the provision of Article 16.05 (g) to secure the weekend before and after; it is understood that the Care Coordinator has agreed work the sixth (6th) and seventh (7th) day at regular straight time pay.
3. This Letter of Understanding does not apply to Full-Time Weekend Worker positions.
4. The Parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.

LETTER OF UNDERSTANDING

Re: Organizational and Legislative Changes

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

LETTER OF UNDERSTANDING

Re: Averaging Hours Agreement / Introduction of Extended Tours / ESC in Office Care Coordinators.

WHEREAS the parties agreed to introduce extended tours effective July 7, 2018.

AND WHEREAS the Union agrees that the employer may exceed the hours of work limitations set out in Section 17(1) (b) of the *Employment Standards Act, 2000*, but only for the following purpose and to the following extent:

1. The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard 6-week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.
2. The Union agrees to average such scheduled hours over the same 6-week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the *Act*. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. For example, if an employee has worked 45 hours in one week according to the master rotation, nothing in this agreement would disentitle her to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects an employee's rights under Section 22.
3. The master rotations or schedules referred to above must be approved by the employees working in the relevant area at the time the rotation or schedule is introduced.
4. The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the *Act*. Each employee has the right to refuse the request to work beyond the limits in Section 18(1), (2) and (3) and (4) subject to the emergency provisions of Section 19 of the *Act*.
5. The Union agrees that employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
6. The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
7. With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the *Act* this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.

LETTER OF UNDERSTANDING

Re: New Windsor-Essex Full-Time Care Coordinators Intake Positions

The parties agree to implement four (4) new full-time Intake Case Manager positions at the Windsor site with the following scheduling criteria, such criteria to be clearly identified in the posting notices. Hours of work will be ten (10) shifts per pay period and may include statutory holidays:

1. The hours of work will be ten (10) shifts per pay period;
2. Two (2) positions to be posted to work 0830 to 1630 both during the week and on scheduled weekends to work;
3. 3.Two (2) positions to be posted to work 1200 to2000 during the week and on scheduled weekends to work;
4. All positions will be generally scheduled to work alternating weekends;
5. The scheduling of every other weekend to work will be alternated between the two Care Coordinators in their respective positions;
6. Paid Holidays:
 - a. The four (4) Care Coordinator positions will provide coverage on all paid holidays identified in Article 15.01. The two (2) regular 0830 to 1630 Care Coordinators will schedule the weekends so that the statutory holiday coverage is shared between them and the two (2) regular 1200 to 2000 Care Coordinators will schedule the weekends so that the statutory holiday coverage is shared between them.
 - b. The Care Coordinators working the paid holiday will receive payment in accordance with Article 15.08 or 15.07.
 - c. In the event that two (2) statutory holidays fall on the same weekend (Good Friday/Easter Monday, Christmas Day/Boxing Day) the two (2) CC in each position can arrange a schedule mutually agreeable between them.
7. Scheduled days off during the week for these positions may be split and by accepting either of these positions the expressed written agreement to schedule split days off pursuant to Article 17.05 (e) (iii) will be deemed to have been met. All scheduled weekends off will consist of two (2) consecutive days off.
8. All other scheduling positions identified in the collective agreement will apply to these positions.
9. The CC's in these positions are considered full-time Employees and are entitled to all provisions related to regular full-time Employees under the collective agreement except as expressly amended herein.

The parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.

LETTER OF UNDERSTANDING

Re: Chatham Chronic/Community Independence

The parties agree to the following in regards to the Chatham Chronic/Community Independence team:

1. The Chronic/Community Independence (CCI) teams have changed their geographic areas to align with physician based caseloads, and all of the caseloads now have the geographic area of Chatham-Kent.
2. On Monday, October 29, 2018, a meeting was held in Chatham wherein the Chatham Chronic community Independent Care Coordinators picked the new identified areas in order of seniority.
3. Effective Monday, November 5, 2018, the new geographical areas have been in effect.
4. The Employer and the Union agree that on a without prejudice and precedent basis we have waived the layoff and job positing language for this reassignment of positions.

LETTER OF UNDERSTANDING

Re: Renal Care Coordinator Positions (Windsor)

The parties agree to the following in regards to the Renal Care Coordinator positions:

1. The Employer and the Union agree that for the newly created Renal Care Coordinator positions in Windsor, the geographic area will be the entire Windsor-Essex region.

LETTER OF UNDERSTANDING

Re: Cross Site Work Assignment Children's Health

The parties agree to the following in regards to the agreement of cross site work for the Children's Health team across the Erie St. Clair LHIN:

1. In order to best serve the patients of the ESC LHIN, the parties agree to virtual cross site assignments for the work of the Children's Health teams across all of the sites of the Erie St. Clair LHIN when required based on operations requirements after the work of the home site is completed first.
2. The Care Coordinator of the Children's team may be assigned to assist in urgent visits cross the Erie St. Clair region but not more than once per week. The Employer will look for volunteers first, but will then assign the urgent work based on rotating reassignment.
3. This LOU is on without prejudice or precedent basis.
4. This LOU will be in effect December 12, 2018.

DATED 23 day of February, 2024.

FOR THE EMPLOYER:

Sarah Vertlieb

Candice Vander Klippe

Marsie Pineo

Barb Frayne

Christine Kirkpatrick

Alison Drew

Mercedes Phalavong

FOR THE UNION:

Colette Ciliska
Labour Relations Officer

Pam Trudell
Bargaining Unit President

Lauren Hanczar

Siobhan Paquin

Chelsea Phillips

Sara Tius

Renee Marshall