

COLLECTIVE AGREEMENT

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
LOCAL HEALTH INTEGRATION NETWORK**
(Hereinafter referred to as “the Employer”)

A N D:

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

Expiry: March 31, 2022

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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 exclusive bargaining agent for all Case Managers and Placement Coordinators, Palliative Advanced Practice Nurses, Enhanced Nurse Clinicians (Palliative Care) and Palliative Care Consultants employed by the Hamilton Niagara Haldimand Brant Local Health Integration Network save and except persons employed in a confidential capacity or who exercise managerial functions as per s.1(3)(b) of the Labour Relations Act or who are employed as Nurse Practitioners.

Note: Effective December 1, 2012, where the term "Case Manager" is used throughout the collective agreement, it is taken to mean and include "Care Coordinator". Additionally the scope will be read to include the following classifications: Rapid Response Transitional Team Nurses, and Mental Health and Addictions Nurses, Respiratory Therapists, and Registered Practical Nurse – Care Connectors.

- 2.02
- (a) Full-time is an employee who normally works a regular schedule of thirty five (35) hours per week or seventy (70) hours biweekly.
 - (b) Regular part-time A is an employee who normally works a regular schedule of less than thirty-five (35) hours per week or less than seventy (70) hours biweekly.
 - (c) Casual Pool – a casual employee is one who:
 - (i) is one who is called into work on an ad hoc basis, does not have any guaranteed hours of work;
 - (ii) may be called to work when and where required within their home branch's operations once all regular part-time resources have been exhausted;
 - (iii) has no regular scheduled hours on an ongoing basis; and
 - (iv) may choose to work at more than one branch and specifies the branch(es) in writing, it being understood that a branch will first consider casual employees from that branch before giving consideration to casual employees from other branches.

- (v) Casual employees may be pre-booked up to two weeks in advance if all regular part-time and job sharers have been offered the shifts first.
 - (vi) Casual employees will have a one-way opportunity to choose to transfer into a regular part-time position.
- (d) Availability for regular part-time A & B must be submitted on the first (1st) day of the month for the following month. For July and August, Availability Templates must be submitted by May 1st. After the schedule has been posted, the regular part-time A & B and casual employees will have no obligations to availability except as scheduled. If a regular part-time A or B and a casual employee has provided availability and has been scheduled accordingly, the regular part-time A & B and casual employee is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, or other approved leave under the *Employment Standards Act* or leave granted by the Employer.
- (e) In addition to a regular part-time A & B and casual employee's regular straight time hourly rate, such employees shall be paid a percentage in lieu of all fringe benefits, except vacation, of 13%, payable on all straight time hours worked. Holiday pay, sick pay, and pension are included in the percentage in lieu. A part-time employee may, on a voluntary basis, enroll in the Pension Plan when eligible in accordance with its terms and conditions and the percentage in lieu of fringe benefits will be 9%.

LOU will list all members that the paragraph below applies to and delete from the body of the collective agreement.

The above language will apply to all part-time employees after the date of ratification. Any part-time employee who is currently receiving benefits and sick leave will be automatically grand-parented but will have a one-time opportunity to choose to continue receiving benefits and sick leave or to begin receiving the paid percentage in lieu, as stated above.

- (f) Temporary position – is a position:
- (i) with a set schedule for a fixed term or task of not more than twelve (12) months unless the parties otherwise agree in writing, such agreement not to be unreasonably withheld. In cases where a pregnancy and/or parental leave is extended to a total period of 20 months, the temporary position shall be extended to a maximum of 20 months. This position may be filled by an existing employee or someone hired as a temporary employee.
 - (ii) Temporary positions greater than six (6) months in length shall be posted in accordance with Article 10 (Job Posting). Before offering such temporary positions externally, they shall first be offered to qualified employees who apply for the position.
 - (iii) An employee who is already a full-time or regular part-time employee and who accepts a temporary position for a fixed term or task shall be returned to their former position at the end of the fixed term or task. An employee who is already a casual employee and who accepts a temporary position for a fixed term or task shall be

returned to the casual pool at the end of the fixed term or task.

A regular part-time employee (A, B, and grand-parented) who fills a temporary full-time or a temporary part-time position will continue to be treated as a regular part-time employee (A, B, and grand-parented) as outline in Article 2.02 (d).

(iv) An employee in a temporary position shall not be considered for another temporary position if accepting the other position will require her or him to leave their current temporary position before the end of the fixed term or task.

(g) Temporary employee – is an employee:

(i) who is hired to perform work with a set schedule for a fixed term or task of not more than twelve (12) months unless the parties otherwise agree in writing, such agreement not to be unreasonably withheld. For the purpose of back filling pregnancy/parental leave only, the period will be twenty (20) months.

(ii) Temporary employees shall not accrue seniority or service for any purposes under this Agreement. If a temporary employee is the successful applicant to a posted permanent position, she or he shall receive credit for seniority and service on the basis of hours paid from her or his most recent date of hire provided their service has been uninterrupted or provided they applied for the posted permanent position while they were still a temporary employee.

(iii) At the end of the fixed term or task, the temporary employee will be deemed terminated for all purposes under the Collective Agreement and the termination shall not be the subject of a grievance and shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement. The temporary employee may also be terminated prior to the end of the fixed term or task without the termination being the subject of a grievance or subject to the grievance and/or arbitration provisions of the Collective Agreement, provided the termination is made in good faith and is not contrary to law.

2.03 It is understood that a Care Coordinator and/or a Placement Coordinator must be a regulated health professional such as but not limited to Physiotherapist, Occupational Therapist, Registered Nurse, Speech Language Pathologist, Social Worker or Registered Dietitian who holds a certification with the appropriate College in Ontario in accordance with the Regulated Health Professions Act and who is a member in good standing.

2.04 Wherever 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.

2.05 A Care Coordinator who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at a level equal to Step 1 on the Salary Schedule (Schedule "A").

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management, supervision and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Agreement. 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, establish and enforce reasonable rules, regulations, policies and practices to be observed by employees provided that they are not inconsistent with the provisions of this Agreement.
 - (b) Hire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, or discharge employees, provided that a claim of improper classification, or layoff, discipline or discharge without just cause may be a subject of a grievance to be dealt with as herein provided.
 - (c) Determine in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing work, job content, scope of services to be provided and the working establishment for any service.
 - (d) Generally to manage and operate the establishment in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, services to be provided, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Employer will provide the Union with copies of its policies and procedures which affect the employees covered by this Collective Agreement. Prior to effecting any changes in policies or procedures and/or developing new policies or procedures which affect the employees covered by this Collective Agreement, the Employer will discuss these with the Union.

ARTICLE 4 – RELATIONSHIP

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Employee because of the Employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

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

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

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

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

(a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2).

(b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression 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* and the *Occupational Health and Safety Act*.

4.04 The Employer and the Union recognize their joint duty to accommodate employees in accordance with the provisions 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 ten (10) 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 (minimum of one (1) per branch).

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 up to six (6) employee representatives appointed by the union including the bargaining unit president.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee’s participation in bargaining. Mileage allowance provisions will remain status quo at all LHINs.

6.03 Central Negotiating Committee

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

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

6.04 Union /Management Committee

There shall be a union/management committee comprised of 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. A minimum of one (1) meeting annually shall be held face-to-face.

6.05 The Employer will recognize a Grievance Committee(s) of six (6), one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.06 Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the bargaining unit. The number of committee members will be no less than that determined by legislation and the bargaining unit will be entitled to the same membership as any other employee group on the committees. The Union shall notify the employer of their representatives.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information.
- (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 client or client family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.

(d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with Section 52(1) of the *OH&S Act and Regulations*.

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

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

6.10 It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings. The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.11 Communications

All communications between the parties to this Agreement shall be addressed to:

- (a) Director of Human Resources of the Hamilton Niagara Haldimand Brant Local Health Integration Network (LHIN) or her/his designate
- (b) The Bargaining Unit President of the LHIN Bargaining Unit of the Ontario Nurses' Association.
- (c) Ontario Nurses' Association Labour Relations Officer.

6.12 It is recognized that the ONA Labour Relations Officer is the ONA signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 7 – UNION SECURITY

7.01 Union Dues and Membership Lists

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

amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

The Employer will provide 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. Quarterly 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 and addresses.

7.02 T-4 Slips

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

7.03 Indemnification

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

7.04 New Employees

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

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

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Unit President and the position designated by the Employer. It is understood that the Union has carriage of all grievances.

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

- 8.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the union representative, the Union's Labour Relations Officer is entitled to attend such meetings.
- 8.04 (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party within fourteen (14) calendar days of its written intent to forward the matter to arbitration. Such notice shall contain the name of the first party's recommended Sole Arbitrator. Where such written notice is post-marked within twelve calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of its agreement or propose an alternate Sole Arbitrator in writing. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Notwithstanding a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have been settled or abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the *Labour Relations Act*. Extensions under this clause shall not be unreasonable withheld.
- 8.06 Once appointed the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the *Labour Relations Act* to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.09.
- The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be short and concise as possible. The parties agree to make limited reference to authorities during such submissions.
- 8.07 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.08 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may

take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.

- 8.09 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.10 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.
- 8.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 8.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the chair shall be made by the Minister of Labour for Ontario upon the request of either party.

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

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

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

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

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

8.15 **Termination or Suspension Grievance**

The letter of termination or suspension without pay of an employee who has completed probation will include written reasons and will be provided to the

employee within seven (7) calendar days of termination or suspension without pay.

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

ARTICLE 9 – SENIORITY AND SERVICE

9.01 (a) Seniority

Seniority will be based on the last date of hire for full-time employees.

For regular part-time employees (including job sharers) and for casual employees, seniority will accrue on the basis of hours paid.

(b) Service

Service will be based on the last date of hire for full-time employees and will accrue on the basis of hours paid for regular part-time employees (including job sharers) and for casual employees.

(c) One year of full-time service and seniority shall be equivalent to fifteen hundred (1500) paid hours of part-time service and seniority.

9.02 Seniority Conversion

An employee's seniority shall be retained in the event her/his status changes from full-time to regular part-time or casual (or vice-versa). An employee whose status is changed from full-time to regular part-time or casual shall receive credit for seniority on the basis of fifteen hundred (1500) paid hours for each completed year of full-time continuous employment from the most recent date of hire. An employee whose status is changed from regular part-time or casual to full-time shall receive credit for seniority on the basis of one year of seniority for each fifteen hundred (1500) paid hours from the most recent date of hire. Under this seniority conversion formula, seniority shall be pro-rated for partially completed years of continuous employment (e.g., an employee with 1.5 years' seniority would be credited with 2250 paid hours and an employee with 2250 paid hours would be credited with 1.5 years seniority) It is understood that in no circumstances shall an employee's seniority and service predate the employee's most recent date of hire.

9.03 Probationary Period/Probationary Employee

(a) A full time employee shall be considered as a probationary employee for a period of eight hundred twenty-five (825) hours worked from his/her date of hire. All other employees shall have a probationary period of eight hundred twenty five (825) hours worked or nine [9] months of continuous employment, whichever is less.

(b) If a need for an extension to the probationary period arises, based on the written evaluation of the employee's work, it can be extended by mutual consent between the Employer, the probationary employee and the Union. Such extension may be up to three (3) months.

(c) For probationary employees, two (2) evaluations of the employee's work

will be done before the completion of the probationary period. One (1) verbal evaluation will be completed no later than the twelfth (12th) week of the probationary period and a second evaluation (written) will be completed prior to the conclusion of the probationary period. The original written evaluation will be retained in the employee's file, with a copy provided to the employee.

- (d) A probationary employee may be released at the sole discretion of the Employer at any time during the probationary period for reasons based on performance or as otherwise provided within the Collective Agreement. Such release shall not be subject to the grievance procedure provided the release is made in good faith and is not contrary to law. It is understood that a release shall not be made for exercising a right under the Collective Agreement.

9.04

Seniority Lists

- (a) Separate seniority lists will be prepared twice per calendar year, as at the end of the pay period in which January 31 and July 31 fall and will be forwarded to the Union within fourteen [14] calendar days following the end of the applicable pay period.
- (b) An employee's name shall be added to the appropriate seniority list upon completion of the probationary period.
- (c) An updated integrated seniority list will be provided to the Union at time of layoff notice.
- (d) There will be three (3) separate seniority lists; 1) full-time employees, 2) regular part-time employees (including job sharers), and 3) casual employees. All seniority lists will identify the seniority in hours worked.

Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists. If no written objections to the accuracy of the seniority lists are received by the Employer within thirty (30) calendar days of the posting, the seniority lists shall be deemed accurate. The Employer has sixty (60) calendar days from the date of posting to make the corrections and post the corrected lists. The thirty (30) calendar day time limit for filing written objections to the accuracy of the seniority list may be extended by agreement of the parties when an employee has been on a leave of absence extending throughout the thirty (30) calendar day period and has been unable to review the seniority list as a result following its posting.

9.05

An employee who accepts a position outside of the bargaining unit for up to fourteen (14) months shall retain but not accumulate seniority while in that position. Any extension to such assignment will be negotiated by the parties for issues relating to seniority retention. An employee will only be covered for a subsequent assignment out of the bargaining unit if in the interim they had returned to and worked in a bargaining unit position for at least the same duration as their previous assignment outside the bargaining unit. The Employer will provide the local union of the names of any bargaining unit employees performing work outside of the bargaining unit, after the employee has accepted the assignment, and prior to the commencement of the assignment. For the purpose of back filling pregnancy/parental leave only, the period will be twenty (20) months.

- 9.06 (a) Seniority shall be retained and accumulate when an employee is absent from work under the following circumstances:
- (i) on an approved leave of absence with pay;
 - (ii) when in receipt of sick leave pay;
 - (iii) when in receipt of benefits under the Workplace Safety and Insurance Act;
 - (iv) on an approved leave of absence without pay of sixty (60) continuous calendar days or less;
 - (v) when absent on an authorized Pregnancy or Parental leave of absence.
- (b) Seniority shall be retained but not accumulate when an Employee is absent from work under the following conditions:
- (i) for a period of up to twenty four (24) continuous months after layoff
 - (ii) approved leave of absence without pay for more than sixty (60) days.

9.07 Seniority shall be lost and employment terminated:

- (a) when the employee is discharged and is not reinstated through the grievance procedure;
- (b) when the employee is on layoff for a period of twenty-four (24) continuous months and is not recalled within that period;
- (c) when the employee is absent from active employment for a period in excess of twenty-four (24) continuous months for reasons other than layoff, unless expressly provided for otherwise elsewhere in this agreement;
- (d) when an employee is absent from scheduled work without notifying the employer and without providing a reasonable excuse for a period in excess of three (3) consecutive scheduled working days;
- (e) resigns or retires;
- (f) when an employee fails to return to work in accordance with receipt of notice of recall from layoff sent by registered mail to the employee's last known address;
- (g) When an employee uses a leave primarily for a purpose other than that for which it was granted.

ARTICLE 10 – JOB POSTING

- 10.01 The Employer agrees to post notices of vacancies greater than six [6] months in length.

10.02 Where a position is posted, the posting shall include the following information: Employment Status [Full time or Part time]; Job Title/Classification; Branch; Hours of Work; and Team.

10.03 When a position becomes vacant or a new position is created, the Employer will post an appropriate notice on the Employer's website for seven [7] calendar days in order that employees who wish to apply may do so in writing within 7 calendar days of the posting date.

Postings shall be provided by electronic mail to all staff including the bargaining unit president.

Where an employee without internet access is unable to apply electronically due to medical issues, alternate arrangements will be mutually agreed to between the Employer and the employee.

The parties agree there will be flexibility for applications not received in the seven day posting period due to technological breakdowns.

10.04 Filling of posted vacancies within the bargaining unit shall be based on:

- (a) Ability, experience and skills;
- (b) Seniority

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

The procedure for breaking identical seniority dates for full-time or part-time employees is a three-tier process whereby one only proceeds to the next step if the previous step does not break the tie in seniority dates:

Step 1: Date of hire with the Employer

Step 2: Date of Letter of Employment with the Employer. This is the date on the letter in which the individual was originally offered the position.

Step 3: Hours worked in the last 12 month period

All internal applicants will be notified of the outcome of the posting and the name[s] of the successful applicant[s] shall be posted by the Employer and copied to the Bargaining Unit President.

If no qualified employee applies, such vacancy shall be posted externally and/or filled at the discretion of the Employer.

At the request of the applicant, the Employer will discuss with the unsuccessful applicant ways in which she/he can improve their qualification for future postings.

10.05 (a) An employee who successfully applies for a posted permanent position may not be considered for another position until they have completed nine (9) months of active service in the new position.

(b) An employee, who successfully applies for a posted temporary position may not be considered for another temporary position and until they have

completed the original length of the temporary posted position and have returned to their permanent position for a period of no less than nine (9) months.

- (c) Notwithstanding paragraphs a) and b) above Employees will be considered for posted vacancies that would result in a change in her/his status from temporary (holding no permanent FTE) to permanent; temporary part-time to temporary full-time; permanent part time to permanent full time; permanent full time to permanent part time; or, casual to permanent full time or permanent part-time.

10.06 Where an employee is going to be absent and indicates in advance the employee's inability to access the internet during such absence, the employee shall be permitted to indicate to the employer their interest in any job postings.

An applicant must be available to participate fully in the selection process no later than ten (10) working days after the close of the posting or at some other later time set by the Employer.

10.07 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been completed and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the position.

10.08 A vacancy shall exist when the Employer deems that a position be filled and where:

- (a) an existing position is permanently vacated by the regular incumbent;
- (b) an existing position is temporarily vacated by an employee while on an approved leave of absence for a period in excess of six [6] months;
- (c) one month's notice of intention not to return to work has been received by the Employer from an employee on leave of absence for pregnancy or adoption;
- (d) a new position has been created in the bargaining unit.

10.09 It is understood that if the Employer posts a position requiring a degree as a basic requirement, full time and part-time Registered Nurses shall not be denied the right to apply and her/his application will receive equal consideration.

10.10 In circumstances where the employer does not plan to fill a vacancy or is considering amending the position which is vacant, the Union will be provided a status update within 30 days following the date the position becomes vacant.

ARTICLE 11 – LAYOFF AND RECALL

11.01 A layoff is defined as a reduction in the regular hours of work in a position or the elimination by the Employer of one or more bargaining unit positions.

11.02 In the event of a pending layoff of a permanent or long-term nature, the Employer shall:

- (a) Provide the Union with thirty [30] days' notice in advance of notice to the

employees;

- (b) Meet with the Union to review the following:
- (i) The reasons causing the layoff;
 - (ii) The service which the Employer will undertake after the layoff;
 - (iii) The method of implementation, including areas of cutback and the employees to be laid off;
 - (iv) Methods of reducing the impact of the layoff, which may include re-deployment and/or reducing hours rather than laying off employees. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours, or some other alternative to layoff [except alternatives involving reductions in compensation] is in the best interests of the HNHB LHIN clients, agreement on the alternatives will not be unreasonably withheld.

It is understood that permanent or long-term nature means a layoff which will be longer than thirteen [13] weeks.

- 11.03 A layoff of full-time or regular part-time employees shall be made on the basis of seniority initially within the classification and Branch, status [full time or regular part time], and current hours of work. It is understood that prior to the laying off of any full-time or regular part-time employees, temporary employees in the classification and Branch where the layoff is going to occur will not be laid off but will be released first, followed by the release of probationary employees in the classification and Branch where the layoff of full-time or regular part-time employees is going to occur. It is understood that casual employees shall remain in the casual employee pool and do not have any bumping rights.
- 11.04 The Employer shall provide notice of indefinite layoff as required by the *Employment Standards Act* or pay in lieu of such notice, or a combination of both, to an affected Employee. A copy of the notice of layoff will also be provided to the Bargaining Unit President.
- 11.05 An employee who has received layoff notice shall have the following options available:
- (i) To exercise their right to bump as outlined in Article 11.06;
 - (ii) To post to a vacant position for which the posting process has been completed and no successful applicant has been appointed, provided the employee has the necessary qualifications and ability to do the work without training, other than a five (5) day orientation or up to ten (10) days as determined by the Employer;
 - (iii) To accept the layoff;
 - (iv) To opt to retire;
 - (v) To accept redeployment.
- 11.06 (a) When an employee elects to exercise her/his seniority rights, she/he shall

bump the least senior employee of the same status, current hours of assignment and classification within the same Branch provided such employee has the necessary qualifications and ability to do the work without training, other than a five [5] day orientation or up to ten [10] days as determined by the Employer.

- (b) If there are no less senior employees with the laid off employee's current hours of assignment, the following provisions apply:

When an employee elects to exercise her/his seniority rights, she/he shall bump the least senior employee of the same status, and classification within the same Branch provided such employee has the necessary qualifications and ability to do the work without training, other than a five [5] day orientation or up to ten [10] days as determined by the Employer.

- (c) Employees who are unable to bump the least senior employee of the same status within the same or lower classification and Branch shall bump the least senior of either status, in the same or different classification, in the same or different Branch, provided such employee has the necessary qualifications and ability to do the work without training, other than a five [5] day orientation or up to ten [10] days as determined by the Employer.

11.07 Employees will inform the Employer of their decision to bump or accept the layoff within five (5) working days of;

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

11.08 A laid off employee shall have recall rights and shall continue to retain seniority for a period of twenty-four [24] months. After this period has elapsed, the employee's name shall be removed from the seniority list and she/he shall be deemed to have been terminated.

11.09 Full time and regular part time laid off employees may accept casual work from the Employer during her/his period of layoff without prejudicing her/his rights under this Article [but it shall not affect the time period under Article 11.08. The refusal of casual shifts will not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be unaffected during the periods of time worked. Laid off employees shall advise the Employer in writing of their interest in accepting casual work at the time they provide their decision under Article 11.07.

11.10 Laid off employees shall be entitled to apply for posted vacancies.

11.11 The Employer shall allow a laid off employee to participate in the group benefits plan [as allowed by the carrier and except for short and long-term sickness and income protection and may make pension contributions as may be permitted by HOOPP] during her/his period of layoff [to a maximum of twenty-four [24] months following the date of layoff] provided she/he pays both the Employer and employee share of these premiums and/or contributions by arranging to pay the full premiums to the Employer, in advance, on a quarterly basis.

- 11.12 Provided the employee has the necessary qualifications and ability to do the work without training, other than an orientation of up to ten [10] days, laid off employees may be considered, in order of seniority, for temporary recalls and shall advise the Employer as to whether they are interested in such recalls. Employees recalled shall not be entitled to further notice of layoff or bumping rights. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be unaffected during the period of time worked. Employees temporarily recalled will be paid the percentage in lieu of benefits. Otherwise, employees temporarily recalled have all the rights of other recalled employees. Laid off employees shall advise the Employer in writing of their interest in temporary recalls at the time they provide their decision under Article 11.07.
- 11.13 A full-time or regular part-time employee who is laid off and who accepts a temporary recall or casual work shall accumulate seniority for the duration of the temporary recall or casual work on the basis of hours paid.
- 11.14
- (a) Recall to a regular part time or full time position shall be in order of seniority and to a position for which the employee has the necessary qualifications and ability to do the work without training, other than an orientation of up to ten [10] working days to assist her/him to meet the staffing requirements of the Employer.
 - (b) Recall notices shall be sent by registered mail to the last address filed with the Employer and a copy shall be provided to the Bargaining Unit President.
 - (c) An employee with recall rights must notify the Employer of any change of address.
 - (d) An employee shall respond to the registered notice of recall within seven [7] calendar days and shall be available to work within an additional fourteen [14] calendar days unless otherwise agreed in writing.
 - (e) If within seven [7] calendar days after notice of recall, an employee fails to notify the Employer that she/he intends to return to work, or, if she/he fails to return to work within an additional fourteen [14] days, she/he shall lose all seniority, her/his name shall be removed from the seniority list and she/he shall be deemed to have been terminated, unless a reason satisfactory to the Employer can be provided.
- 11.15 For layoffs other than long-term layoffs, the Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service, which the Employer will undertake after the layoff.
- 11.16
- (a) The Employer will not hire new employees into the bargaining unit where there is an employee on layoff who has the qualifications, experience, skill and ability for the position provided the position is the same classification as the position from which the employee was laid off and except where the laid off employee has completed their rights under the layoff language herein.
 - (b) Notwithstanding Article 11.16(a) above, the Employer may hire casual employees to ensure it has a sufficient casual employee pool to meet its

operational requirements. When full-time or regular part-time employees remain on layoff, casual employees may only be hired or used if there is work available that has been offered and refused by laid off full-time or regular part-time employees who have made themselves available for casual work in accordance with Article 11.09 and have provided availability in accordance with the casual employee scheduling requirements in Article 17 of the Collective Agreement.

11.17 For the term of this Agreement, employees who are permanently laid off shall receive severance pay as required by the *Employment Standards Act*.

11.18 Managers and other non-bargaining unit employees shall not regularly perform work normally performed by employees in the bargaining unit if such performance would result in the termination or layoff of an employee in the bargaining unit.

11.19 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 care coordinators scheduled in the location from which the reassignment is to occur as follows:

- (a) if more than one care coordinator volunteers, it will be decided based on the most senior employee;
- (b) should there be no volunteer, in order of seniority, the least senior casual part-time care coordinator, and if no casual;
- (c) in order of seniority, the least senior regular part-time care coordinator, and if no regular part-time care coordinator;
- (d) in order of seniority, the least senior full-time care coordinator;
- (e) 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.

ARTICLE 12 – EMPLOYEE FILES

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

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

discipline-free for such eighteen (18) month period. The Employer shall notify the employee and the Union of such removal. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods noted above.

- 12.03 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

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

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

ARTICLE 13 – LEAVES OF ABSENCE

- 13.01 (a) Union Leave

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

Such 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 plus nineteen percent (19%). Employees will receive service and seniority credit for all leaves granted under this Article.

- (b) Leave for Bargaining Unit President

The Employer agrees to provide up to 35 hours per month paid time off for the Bargaining Unit President for the purpose of conducting union business related to the administration of the collective agreement between the parties and matters related thereto. Such hours to be taken at times mutually agreed between the Bargaining Unit President and her Manager. This time may neither be carried over beyond the month in which it is allocated nor transferred to others unless the Bargaining Unit President is on leave for more than thirty (30) days and then the acting Bargaining Unit President will be provided with the time off.

- (c) Leave for Local Coordinator

An employee who is elected to the Local Coordinator position, shall be

granted a leave of absence without pay as she or he may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(d) Leave for Board of Directors

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

(e) Leaves for ONA President

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 13.14, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

(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 the provisions of Article 9, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an

employee of the Ontario Nurses Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.02 Personal Leave

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

13.03 Bereavement Leave

- (a) An Employee is entitled to up to five (5) working days leave with pay related to the death of his or her spouse (including common law or same sex spouse resident with the Employee), parent, or child (including child of common law spouse, step-child or ward of the Employee). For the purposes of this provision, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or her family. Additional leave of up to two (2) working days shall be granted where travel over 400 km is required.
- (b) An Employee is entitled to up to three (3) working days leave with pay related to the death of her step-father, step-mother, foster parent, brother, sister, step-brother, step-sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé, former legal guardian, father-in-law, mother-in-law, grandparent-in-law and any relative permanently residing in the Employee's household or with whom the Employee permanently resides. Additional leave of up to two (2) working days shall be granted where travel over 400 km is required.
- (c) An Employee is entitled to one (1) working day's leave with pay related to the death of her former spouse, aunt, uncle, niece, or nephew.
- (d) If, during a period of leave with pay, an Employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraphs (a) to (c) above, the Employee shall be granted bereavement leave with pay and the end date of her leave with pay under the Agreement will be extended by the relevant number of day(s).
- (e) On request, the employees' manager or designate may grant a leave with or without pay for a period greater than that provided for in paragraphs (a) to (c) above.
- (f) One (1) days leave with pay may be granted at the discretion of the manager or designate to an employee to attend a funeral as a pallbearer.
- (g) Subject to client service and operational requirements, up to one-half day's leave with pay may be granted to attend the funeral of a colleague employed by the LHIN.
- (h) Where it is necessary, because of distance, the employee may apply for a personal leave of absence without pay in addition to bereavement leave.

Permission for such leave shall not be unreasonably withheld.

13.04 Family Medical Leave

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

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

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

13.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of sixty-one (61) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
- (e) Parental leave must begin within 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 (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) 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 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 seventeen (17) 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.

For eligible birth mothers, the supplemental employment benefit shall be paid for up to the first seventeen (17) weeks of pregnancy leave and the first nine (9) weeks of parental leave. For eligible employees who are not birth mothers, the supplemental employment benefit shall be paid for up to the first seventeen (17) weeks of parental leave. The parties acknowledge their intention above to treat all birth mothers the same in terms of the supplemental employment benefit for pregnancy and parental leave and all non-birth mothers the same in terms of the supplemental employment benefit for parental leave.

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

- (i) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent 84% of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits and other earnings. Such payment shall

commence following completion of the 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 seventeen (17) weeks of pregnancy leave and the first nine (9) weeks of parental leave. 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.

- (j) An employee may request additional leave of absence of up to six (6) additional months. When making the request, the employee must provide at least two (2) months' notice to the Employer of the need for additional leave time. The Employer will respond to the employee's request within fourteen (14) calendar days. Such requests shall not be unreasonably denied. Seniority and service shall remain as at the final date of parental leave and shall not accrue during this extended leave time.
- (k) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

All existing employees on a leave will not be impacted.

- (l) 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*.

13.06

Jury Duty, Court Attendance and Tribunal Hearings

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

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

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

- (c) Where the Employer requires an employee to attend any meetings with the Employer in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.
- (d) An employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she is not required to attend as above provided that it is longer than half ($\frac{1}{2}$) the schedule shift.
- (e) In the event that an employee is scheduled to start work on or after 1500 hours, she shall not be required to attend jury duty and then report for duty the same day.
- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, she shall not be required to attend work any shift commencing on or after 2300 hours later that day.

13.07

Educational Leave

The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. The parties acknowledge that the responsibility for professional development, as it relates to the work of the LHIN, is shared between the employee and the Employer.

- (a) The Employer may, at its discretion, grant unpaid educational leave to any employee who wishes to enroll in a post graduate, diploma, certificate or degree course of study relevant to the profession.
- (b) A full-time or regular part-time employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which employees are enrolled to upgrade their qualifications as it relates to their employment.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars related to the employee's employment at the LHIN may be granted at the discretion of the Employer upon written application by the employee. It is understood that any educational seminar for which an employee requests reimbursement for course fees, materials, meals, transportation and accommodation expenses may be reimbursable when approval is authorized beforehand by the Employer.
- (d) When an employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the employee

shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.

13.08 Storm Leave

If the office is closed by the CEO or her/his designate due to weather conditions preventing the employee from reporting to the LHIN Branch Office or causing the employee to leave the office early then the employee shall not suffer a loss of regular pay for the time lost on that day.

13.09 Professional Leave

A leave of absence may be granted to employees who are elected to a regulatory College to attend regularly scheduled meetings of the regulatory College. Such leave shall not be unreasonably denied and shall be with pay for those hours that overlap with the employee's scheduled hours of work up to a maximum of seven (7) hours per month. The remainder of such leave shall be without pay.

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 Secondments

The right to approve a secondment rests solely with the Employer. Should the secondment involve a bargaining unit member, the parties will meet to determine the terms of the secondment. Any agreement reached will prevail over the terms of the Collective Agreement. An employee who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service, or benefits for the duration of the secondment.

13.12 Pre-Paid Leave Program

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with relevant provisions of the Income Tax Act and Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral, such one (1) year leave of absence to be completed within two (2) years immediately following the end of the four (4) years of salary deferral.
- (b) The employee must make written application to the CEO or designate at least six (6) months prior to the intended commencement date of the program (i.e., the date when the employee starts deferring salary under this

program), stating the intended purpose of the leave.

- (c) The number of employees that may be absent at any one time shall be determined in the discretion of the Employer. 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 and the Employer.
- (d) Written applications will be reviewed by the CEO or designate. Leaves requested for the purpose of pursuing further formal education will be given priority.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the program altogether.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary 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) The employee shall continue to receive applicable benefits during the four (4) years of salary deferral subject to the terms of the group benefits plan. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression, termination, severance and other benefits will be retained but will not accumulate during the year of the leave. During the year of the leave, employees may elect to continue participating in the group benefits plan if they pre-pay 100% of the premium costs of the benefits before commencing the leave and provided the carrier will agree to continue coverage. The employee must provide post-dated cheques to the Employer upon commencement of the leave. During the year of the leave, the employee may continue the Employer and employee share of pension contributions as may be permitted by HOOPP. Notwithstanding the above, employees will not be eligible to participate in the sick leave and the long term disability income plan during the year of the leave.
- (i) An employee may withdraw from the program at any time during the deferral portion provided three (3) months' notice is given to the CEO or designate. Deferred salary will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave and will endeavour to provide as much notice of postponement of the leave as is reasonably possible. The employee will have the option of remaining in the program

and rearranging the leave at a mutually agreeable time or of withdrawing from the program and having the deferred salary paid out to the employee within a reasonable period of time.

- (l) At the conclusion of the leave, the employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.12 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

13.13

Paid Personal Leaves of Absence

A Care Leave

Employees will be granted up to thirty-five (35) hours leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependant or parent(s), or to accompany them to obtain emergency medical care.

Fifty percent (50%) of the leave granted under this clause shall be provided by the Employer as paid leave. The remaining fifty percent (50%) will be contributed by the employee from the employee's accrued leave entitlements or as unpaid leave.

To the extent permitted by the *Employment Standards Act* (as it may be amended), any leaves (paid or unpaid) provided for in the collective agreement shall be inclusive of any leaves provided for under the *Employment Standards Act*.

B. Personal Reasons

Employees will be granted a leave of absence with pay and without loss of seniority or service for the following reasons provided that the employee provides verification of the occurrence of the event upon request by her immediate Manager.

<u>Reason</u>	<u>Leave with Pay</u>
For moving from employee's principal residence	One (1) day's pay during the term of the collective agreement
Employee's attendance at Canadian Citizenship Court to take her/his personal oath of citizenship.	One (1) day's pay

13.14

Effect of Absence

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

- (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) Where benefit coverage has ceased, benefit coverage will resume from the first of the month following the date of return to employment following such leave of absence.

Note: Effective the date of ratification of this Collective Agreement, no employee on leave at that date will be disadvantaged by the amendment to this clause.

- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance Benefit plans for employees who are on paid leave of absence, paid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the *Employment Standards Act*. It is understood that the obligation of the employer to pay its share of the Group Insurance Benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.

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

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

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

ARTICLE 15 – PAID HOLIDAYS

15.01 Each employee shall be entitled to a holiday with pay on each of the following days or a day declared in lieu thereof, at the discretion of the CEO:

New Year's Day
 Family Day (3rd Monday in February)
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Two (2) Float Holidays

An employee will be granted up to two (2) hours off with pay, subject to the approval of that employee's Manager, to attend a Remembrance Day Service whenever Remembrance Day falls on a regular work day.

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

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

15.03 Holiday pay will be computed on the basis of the employee's regular straight time

hourly rate of pay times the number of hours for a normal day's work. Holiday pay will be pro-rated accordingly for regular part-time employees.

- 15.04 An employee who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay and, where the employee is entitled to the holiday with pay under the requirements of Article 15.02, her regular wages or a lieu day in addition thereto. Any lieu day shall be scheduled at a time mutually agreeable to the Employee and her immediate supervisor. Lieu days must be used by March 31 or they will be paid out except for lieu days accumulated in the last quarter of the fiscal year which may be carried forward to the next fiscal year.
- 15.05 If the holiday is observed on a normal working day during an employee's vacation, the day observed as a holiday shall not count against the employee's vacation entitlement.
- 15.06 If the holiday is observed on a normal working day when an employee is on paid sick leave, the day observed as a holiday shall not count against the employee's sick leave entitlement.
- 15.07 Regular part-time employees who are grand parented a per Article 2.02 (d) will receive an amount equal to 3.46% of their regular straight time hours rate in lieu for all hours worked above their committed FTE.

ARTICLE 16 – VACATIONS

- 16.01 The vacation year is the Employer's fiscal year and this means that employees will be given their vacation entitlement as at the beginning of the Employer's fiscal year or from their date of hire. Vacation days taken will be deducted from their vacation bank.
- 16.02 Employees will submit their proposed vacation schedule by the following dates:
- (a) (i) By February 1st- for vacations requested between April 1st and September 30th, an approved vacation schedule shall be posted via the intranet by team by March 1st;
 - (ii) During the summer period (the week containing July 1st to the week ending the Friday prior to Labour Day), requests for vacation will be approved in the following order:
 - (1) Full week requests will take precedence over single day requests, regardless of seniority
 - (2) Employees can schedule a maximum of three weeks during this period, unless there are available vacation opportunities remaining. During the approval process, where an employee would be denied their initial vacation request, the employer will contact that employee to inform them of the vacation conflict and to offer alternative vacation requests available for approval during this time period, prior to the March 1st posting date.
 - (b) By August 1st – for vacations requested between October 1st and March

31st. An approved vacation schedule shall be posted by September 1st.

- (c) Requests received after the dates listed in (a) above and (b) above will be granted on a first come, first served basis. Approval for such requests shall be made in writing within 10 calendar days of the receipt of the request.
- (d) All vacation time off must be approved. Conflicts in requests shall be determined by seniority.
- (e) No changes shall be made to the approved vacation except by mutual consent of the employee and the Manager.
- (f) All vacation credits earned should normally be taken as vacation and not accumulate from vacation year to vacation year. Employees shall be allowed to carry over earned vacation into the next vacation year of not more than five (5) days per year and any days in excess of five (5) days will not be paid and will be scheduled by the Manager. Employees may request, in writing, approval to carry forward up to ten (10) days per year under special and extenuating circumstances. Requests to carry over vacations greater than 5 days must be made by February 1.
- (g) An employee who leaves the employ of the Employer, for any reason, shall be entitled to receive any unpaid vacation pay, which has accrued to her to the date of her termination. Conversely, any vacation days taken in excess of vacation accrued to the date of her termination shall be recovered as a set off against any wages or other monies owing to the employee upon termination.

16.03

Effective from the date of ratification of the collective agreement, full-time employees shall receive vacation according to the following schedule who have:

- (a) Completed less than one year of continuous service as of the end of the Employer's fiscal year: 1.54 days with pay for each completed 4 week period of service.
- (b) Completed one (1) or more years but less than four (4) years of continuous service: twenty (20) days with pay.
- (c) Completed four (4) or more years but less than six (6) years of continuous service: twenty-one (21) days with pay.
- (d) Completed six (6) or more years but less than eight (8) years of continuous service: twenty-two (22) days with pay.
- (e) Completed eight (8) or more years but less than ten (10) years of continuous service: twenty-three (23) days with pay.
- (f) Completed ten (10) or more years but less than twelve (12) years of continuous service: twenty-five (25) days with pay.
- (g) Completed twelve (12) or more years but less than fourteen (14) years of continuous service: twenty-six (26) days with pay.
- (h) Completed fourteen (14) or more years but less than sixteen (16) years of continuous service: twenty-seven (27) days with pay.

- (i) Completed sixteen (16) or more years but less than eighteen (18) years of continuous service: twenty-eight (28) days with pay.
- (j) Completed eighteen (18) years but less than nineteen (19) years of continuous service: twenty-nine (29) days with pay.
- (k) Completed nineteen (19) years but less than thirty (30) years of continuous service: thirty (30) days with pay.
- (l) A full-time employee who has completed thirty (30) years or more of continuous service will receive one (1) day paid vacation for each completed year after thirty (30) to a maximum of thirty-five (35) days.

Note: For employees working extended tours the days listed in the vacation entitlements listed in Article 16.03 can be converted into hours by multiplying each day by seven (7) hours.

- 16.04 (a) Temporary employees shall receive vacation in accordance with the provisions of the *Employment Standards Act*.
- (b) Temporary employees shall receive vacation pay as a percent in lieu with each paycheque.

16.05 Regular part-time employees shall be entitled to vacation pay for all hours worked at their regular straight-time hourly rate (paid as a percent in lieu with each paycheque) and unpaid vacation time on the following basis:

Completed less than one (1) year of continuous service: 6% (15 days)
 Completed one (1) or more years and less than twelve (12) years of continuous service: 8% (20 days)
 Completed twelve (12) or more years of continuous service: 10% (25 days)
 Completed twenty (20) or more years of continuous service: 12% (30 days)
 Completed thirty-five (35) or more years of continuous service: 14% (35 days)

Casual employees shall be entitled to vacation pay for all hours worked at their regular straight-time hourly rate (paid as a percent in lieu with each paycheque) as per the applicable percentages in the formula above for regular part-time employees.

For the purposes of this provision, one thousand five hundred (1500) paid hours shall be equivalent to one (1) year of continuous service. A casual employee whose status is changed to full-time shall, for purposes of vacation entitlement under Article 16.03, receive credit for continuous service on the basis of one (1) year of continuous service for each one thousand five hundred (1500) paid hours from the most recent date of hire.

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

16.07 A newly hired full-time employee may request to take accumulated vacation after having completed six (6) months' continuous service, provided that the probationary period has been completed.

ARTICLE 17 – HOURS OF WORK

- 17.01 The regular hours of work for full-time employees shall be seventy (70) hours per two (2) week period. The normal workday for full-time employees shall be seven (7) hours, exclusive of a one (1) hour unpaid meal period, or ten (10) hours exclusive of a one (1) hour unpaid meal period. In each half day, the Employer shall allow one fifteen (15) minute paid rest period.
- 17.02 The Employer agrees to provide forty-five (45) calendar days' notice to full-time and regular part-time employees of a change in the start or finish time of her shift.
- 17.03
- (a) Any hours to be worked in excess of regularly scheduled hours must be pre-authorized by the supervisor. Such requests will not be unreasonably denied.
 - (b) Where regular part-time A, part-time B, and casual employees have all worked 35 hours in a week and the Employer decides to schedule overtime, such scheduled overtime will first be offered to full-time or RPT A employees whose name is on the Branch Extra Hours Roster on a rotational basis by seniority. Next, the Employer shall offer the available overtime to PT B employees on a rotational basis by seniority. Next, the Employer shall offer the available overtime to casual employees by seniority on a rotational basis.
 - (c) Any full-time or regular part-time employee can advise the Employer, in writing, that they wish to have their name added to the Extended Hours Roster for overtime hours. Such roster shall be accessible on the intranet and updated monthly.
 - (d) If an employee is on the Branch Extra Hours Roster and they deny three offered shifts, the employee will be removed from the roster for a three month period. To be reinstated on the roster the employee will express their interest to the manager of the branch(es), have a discussion concerning the employee's availability and will be reinstated at the manager's discretion. It cannot be considered a refusal of a shift where the employee has already accepted a shift at another branch on the same day.
 - (e) An offer of a shift and a refusal of a shift must be communicated through a personal contact, which could include LYNC, e-mail, texting or by telephone according to the preference by the employee. If personal contact is not made the offer of the shift will be documented, a voicemail will be left and the shift will be offered to the next in line as per 17.03 (b).
 - (f) Employees on the roster must be able to do the work required with minimal training.
 - (g) One Branch Overtime Roster is required for each branch.
 - (h) Employees must report in writing to HR-Scheduling with a copy to their manager with their intention to withdraw from the roster.
- 17.04 For full-time employees whose normal work day is seven hours and for regular part-time employees, all time worked in excess of thirty-five (35) hours per week (to be calculated on a Sunday to Saturday week) shall be considered as overtime

provided the overtime work is authorized by the employee's Manager or designate. For full-time employees whose normal work day is ten hours, all time worked in excess of seventy (70) hours in a biweekly pay period shall be considered as overtime provided the overtime worked is authorized by the employee's Manager or designate. Employees who work overtime shall receive payment at the rate of time and one-half (1-1/2) their regular straight-time rate or, in the alternative, a full-time employee can elect to bank time off in lieu at one and one-half (1-1/2) time up to a maximum of 35 total hours at any time in a fiscal year. Lieu time must be taken with the approval of the employee's Manager or designate by February 28 of the fiscal year in which it is earned, failing which it shall be paid out in March of that fiscal year. Time off in lieu of overtime accumulated in March may be carried over the next fiscal year.

- 17.05 (a) The Employer will make reasonable efforts to hire and maintain appropriate staff (e.g. full-time, regular part-time, and casual) to cover evening, weekend and paid holiday shifts. Note for clarity: the extended hours full time and regular part time employees shall be given the first right of refusal for paid holidays falling within their regular schedule.
- (b) In the absence of sufficient staff to cover such shifts, the Employer will first endeavour to schedule casual staff.
- (c) In the event that sufficient casual staff cannot be scheduled the Employer will endeavour to schedule regular part-time staff.
- (d) In the event that sufficient casual staff and regular part-time staff cannot be scheduled the Employer will go to the Extended Hours Roster under Article 17.03(b).
- (e) In the event that sufficient staff cannot be scheduled from the Extended Hours Roster the Employer will seek volunteers.
- (f) Should a volunteer not be found, then the Employer may assign the shift(s) to qualified full-time or regular part-time employees, who have completed their probationary period, on a rotating basis starting at the bottom of the seniority list and moving upwards. Such employees will receive a minimum of 24 hours notice of such an assignment and will be paid at double time.
- 17.06 Employees shall not be scheduled for split shifts in a day.
- 17.07 Shifts may be mutually exchanged between employees as long as all shifts are covered, notification is provided through a Supportline request and such exchanges do not result in overtime costs to the Employer.
- 17.08 Regular part-time employees may indicate availability for extra shifts by submitting Availability Templates in the same manner as described in Article 17.09 for casual employees.

If a part-time employee has provided availability and has been scheduled accordingly, the part-time employee is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, other approved leave under the *Employment Standards Act* or leave granted by the Employer. Availability ends after the approved schedule is posted by 1:00 pm every second Thursday.

17.09 Casual Employees

- (a) Casual employees are not required to provide any specific level of availability but must confirm whether and when they are available. For the purposes of confirming their availability the Employer will provide casual employees with Availability Templates which each casual employee must complete and submit through QHR Net by 15th day of the month for the upcoming month. For July and August Availability Templates must be submitted for all of July and August by May 1st. If a casual employee has provided availability and has been scheduled accordingly, the casual employee is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, other approved leave under the *Employment Standards Act* or leave granted by the Employer.
- (b) All casual employees will choose a home Branch for the purposes of Article 2.02.

17.10 Flex Time

The Employer shall consider requests from full-time and regular part-time employees to work flex time subject to the following:

- (a) The normal hours of work for employees are defined in Article 17.01.
- (b) Flex time is defined as a variation in the employee's hours of work as a result of staggered starting or finishing times.
- (c) It is understood that the hours of work between 0700 and 2100 hours may be flexed to meet the needs of the program or for an employee's personal reasons.
- (d) An employee may request that she be permitted to work on a flex time arrangement. Such requests are to be made in writing to the manager. Approval of such requests shall be at the sole discretion of the Employer.
- (e) For employees who are approved to work on a flex time arrangement, the parties shall sign letters of understanding concerning such arrangements. Such arrangements can be discontinued on thirty (30) days written notice by the employee or the Employer.

17.11 Compressed Work Week

The Employer shall consider requests for compressed work weeks from full-time employees and temporary employees in full-time term positions, provided that there is no detrimental impact on the achievement of the Employer's goals and objectives subject to the following:

- (a) A compressed work week results where the employee works and accumulates hours in excess of the regular seven hour shift, which time is then taken by the employee as a scheduled day off (SDO). SDOs must be taken during the period during which they are earned and cannot be carried over or accumulated.
- (b) An individual or members of a team may request that they be permitted to

work a compressed work week. Such request is to be made in writing to the manager.

- (c) Approval of such requests is at the sole discretion of the Employer subject to assessing its feasibility, impact on service to patients and other employees and any other relevant factors. Permission to approve the request shall not be unreasonably withheld and reasons for refusal shall be provided to the employee within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
- (d) The period of accumulation cannot be less than one-half hour and must be regular and predictable. Accumulation of hours may occur at the beginning of the regular shift hours, during the meal period to a maximum of one-half hour, or the end of the regular shift hours, subject to the manager's approval. The accumulation of break periods is not permitted.
- (e) Hours worked in excess of regular shift must not attract premium payments, except where such hours exceed seventy (70) in a bi-weekly period and have been pre-authorized by the manager.
- (f) It is understood that an employee on a SDO cannot subsequently request to have that day changed to a sick or vacation day.
- (g) An SDO must be a regularly scheduled day, agreed upon in advance, that occurs no more than once in every 4 week period. For example one-half hour extra accumulated for fourteen of eighteen working days in a four week pay period may be taken as one full day off on the 19th or 20th working day of that four week pay period. The time must be earned before it is taken.
- (h) All requests will be assessed on a team basis, as team coverage for the employee on a SDO is required to be provided by the team. A reciprocal agreement between team members is encouraged.
- (i) The Employer reserves the right to modify, suspend, or dissolve a compressed work week where in the Employer's view there may be a detrimental impact on the achievement of the Employer's goals and objectives, the feasibility, impact on service to clients and other employees or other relevant factors, or changed circumstances (e.g. a change on a team such as the long term absence of a team member, a vacancy on the team, etc.). The Employer will provide the Union a minimum of 30 days notice where it intends to modify, suspend or dissolve a compressed work week. Such modification, suspension or dissolution of a compressed work week shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
- (j) The following peak periods shall be considered "black-out" periods. During the summer black-out period hours cannot be accumulated nor SDOs taken. During the Christmas and March Break black-out periods hours can be accumulated but SDOs cannot be taken:
 - (i) Christmas period: December 17 – January 5
 - (ii) March Break period week of
 - (iii) Summer period: July 1 – August 31

ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES

18.01 Stand By

When available staffing is limited, staff may be asked to volunteer for stand by for weekends with paid holidays or contiguous to a paid holiday (e.g. Labour Day). In addition, this may apply to stand by for paid holidays which are not contiguous to a weekend. Assignment of stand by shifts would normally be for the full shift, but will not preclude shifts of not less than four (4) hours where mutually agreed.

An employee who has volunteered for and is assigned for duty on stand by shall receive stand by pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of stand by scheduled by the Employer. If an employee is called to work from stand by where she has to work outside her home, she shall receive a minimum of four (4) hours pay at her regular rate of pay. The employee shall cease receiving the stand by premium for those hours that she works under the preceding sentence.

18.02 Reporting Pay

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

18.03 No Pyramiding

It is understood that employees shall only be entitled to receive one (1) overtime or other premium in respect of the same hours of work. Where more than one overtime or other premium could be applicable to the same hours of work, it is the highest premium that shall be paid only.

18.04 Shift and Weekend Premium

(a) Shift Premium

An employee who is scheduled to work for three (3) or more hours after 4.00 p.m. will be paid a shift premium of one dollar and sixty cents (\$1.60) cents for all hours worked after 4:00 p.m., Monday to Friday.

(b) Weekend Premium

A shift premium of one dollar and eighty cents (\$1.80) will be paid for all hours worked on Saturday or Sunday.

18.05 All employees shall be paid a kilometre allowance as follows: \$0.50 cents per kilometre.

ARTICLE 19 – PENSION AND BENEFITS

19.01 The Employer shall contribute towards the premium coverage of permanent full-time and grand-parented regular part-time participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

Group Life Insurance and Accidental Death and Dismemberment

(a) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for group life insurance plan providing three (3) times annual salary as well as accidental death and dismemberment at two (2) times annual salary.

Extended Health Care & Dental Plan and Long Term Disability Plan (LTD)

(b) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer for the extended health care plan and the dental plan. Current ODA fee guide with a two (2) year lag.

(c) Full-time employees (and regular part-time employees who were hired by the Hamilton Local Health Integration Network on or before May 23, 2001) are required to participate in the Long-Term Disability Plan subject to its terms and conditions and to pay 100% of the premium.

19.02 Regular part-time employees who are grand-parented under Article 2.02 (d) are eligible to participate in the above plans (if permissible under the plans) if they so desire, and the Employer's share of the premium contribution shall be the same as provided to full-time employees.

19.03 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.

19.04 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.

19.05 Retirement Benefits

Status quo (including maintaining existing provisions for grand-parented employees with Retiree Benefits) in each LHIN

19.06 The Employer shall electronically supply all eligible employees with a copy of the current benefits booklet and advise employees each time the benefits booklet is revised.

ARTICLE 20 – SICK LEAVE AND LTD

20.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income for absences from regularly scheduled hours due to legitimate

illness. There shall be a Sick Credit Accumulation Bank for each full time and regular part-time employee. Subject to the provisions of this Agreement such employees shall accumulate sick credits at the rate of one and one-half (1-1/2) days per month to a maximum of one hundred and thirty (130) days.

- 20.02 The Employer shall notify each employee of the status of their sick credits on a monthly basis.
- 20.03 An employee may be required to submit a physician certificate with respect to any period of time she may be absent from her duties on sick leave if the absence is greater than five (5) days or there are reasonable grounds to suspect abuse. The Employer will reimburse to the employee any cost to the employee for the certificate required by the Employer upon submission of a receipt in this regard. If a physician's medical report is required by the Employer, the Employer shall pay any fee for such report, which is not payable by the employee's insurance plan.
- 20.04 Notification of illness will be made to the immediate manager or her designate.
- 20.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness or disablement which commenced prior to and continues into the scheduled vacation period, the period of such illness and disablement shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be in the hospital, the period of such hospitalization and post hospitalization shall be considered sick leave.
- (c) Eligibility under (a) and (b) of this Article is conditional upon prompt notification of illness by the employee to her immediate manager or designate and submission of a physician certificate.
- 20.06 Regular part-time employees who are grand-parented under Article 2.02 (d) shall accumulate sick credits, on a pro-rata basis, reflecting their hours of work in relation to full time hours to a maximum accumulation of one hundred and thirty (130) days.
- 20.07 For the duration of this collective agreement, current employees of the Haldimand Norfolk Branch will be allowed to retain their current sick leave bank to a maximum of two hundred [200] days. Sick days taken shall be deducted from the bank. Sick days shall not accumulate. Should a current employee of the Haldimand Norfolk Branch covered by this Article use sick days from his/her sick bank such that the bank is depleted to 130 days, that employee shall immediately transfer to the new sick leave plan.
- 20.08 An employee who is absent from work as a result of a compensable illness and injury under the *Workplace Health and Safety Insurance Act* and who is awaiting receipt of WSIB benefits can request payment pursuant to the sick leave plan and such payments will be reimbursed to the Employer once the Employee is in receipt of WSIB benefits. An Employee will execute any and all documentation necessary to give effect to this provision and ensure repayment to the Employer.
- 20.09 Leave for Medical Appointments
- Planned absences for an employee's personal medical, dental and other professional appointments may be taken as vacation, time off in lieu of overtime,

or flex time. Employees may use accumulated sick credits to cover four (4) medical appointments up to a maximum of nine (9) hours of sick time per year or as an approved leave with or without pay. Such absences must be approved in advance of the time required; approval will not be unreasonably denied. It being understood that every effort will be made to schedule such appointments so that they do not conflict with working hours.

- 20.10 The Employer shall reimburse an employee for the full cost of any medical certificate or medical examination that is required by the Employer. At the Employer's request, the employee shall supply an original signed medical certificate.

ARTICLE 21 – JOB SHARING

- 21.01 (a) Two employees (full-time or regular part-time) in the same Branch who have completed probation and are employed in the same classification may request in writing to their manager to share one full-time position.
- (b) Where one (1) full-time employee who has completed probation requests to job share his/her position and his/her manager approves the request, the balance of the position shall be posted.
- (c) The request shall be limited to splitting the hours of one full-time position into two parts over a bi-weekly period.
- 21.02 Approval of such requests is at the sole discretion of the Employer subject to assessing its feasibility, impact on service to clients and other employees and any other relevant factors. Permission to job share shall not be unreasonably withheld and reasons for refusal shall be provided to the employees within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
- 21.03 Employees involved in a job sharing arrangement will be considered regular part time with their salary and benefits prorated in relation to their hours of work, and will be covered by the applicable provisions of the Collective Agreement and in accordance with the benefit policies.
- 21.04 It is understood the job sharers will structure their work and schedules, in consultation with their manager, to ensure that quality of service to clients is maintained, productivity and performance standards are achieved and no additional costs accrue to the Employer.
- 21.05 Job Sharers, as a condition for participating in the job share arrangement shall endeavour:
- (a) To cover each others' vacation and other planned absences and ensure an equitable distribution of paid holidays in establishing their work schedules and to make every reasonable effort to cover each others unplanned absences;
- (b) To ensure the seamless performance of the position, as if occupied by a single incumbent.
- 21.06 In the event that one member of the job share team leaves the arrangement

temporarily, e.g., pregnancy leave, the remaining partner will be first given the opportunity by Human Resources, of assuming the position on a full-time basis for the duration of the absence. If she declines, the vacancy will be posted as a temporary position.

- 21.07 In the event that one member of the job share team leaves the arrangement permanently, the following shall apply in sequence:
- (a) The remaining job share partner will be given the opportunity of assuming the position on a full-time basis permanently.
 - (b) If the remaining job share partner declines the opportunity of assuming the position on a full-time basis permanently, the balance of the position shall be posted.
 - (c) If the vacant portion of the job share is not filled through the posting in (b) above, the job sharing arrangement is deemed to have ended and the Employer may post the original job share as a full-time position in which case the original job sharer will be assigned to a comparable regular part-time position.
- 21.08 The job sharers, the Union and the Employer shall be signatories to a written job sharing agreement that will be developed in conjunction with Human Resources.
- 21.09 The Union or the Employer may discontinue the job sharing arrangement with sixty (60) days written notice to the other party. The parties shall meet to discuss the reasons and subsequent disposition of the job sharers. If the end of the job sharing arrangement results in the layoff of one or both of the job sharers, it is agreed that the sixty (60) days written notice and meeting between the parties are deemed to satisfy the parties' obligations under Article 11.02 of the Collective Agreement.

ARTICLE 22 – MISCELLANEOUS

- 22.01 The Employer shall print sufficient copies of the agreement as soon as practicable after signing. The cost of printing the collective agreement will be shared equally by the Employer and the local Union.
- 22.02 Proof of Employment – Financial Disclosure
- Upon request, the Employer will provide the employee, within fourteen (14) days, with a letter detailing her or his employment dates, length of service and position occupied with the Employer.
- Proof of Employment – Recent Related Experience Disclosure
- Upon request, the Employer will provide the employee, within fourteen (14) 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 Humans Rights Code.
- 22.05 A bulletin board will be made available for the sole use of the Union at each office. The Employer will permit the Union to use the corporate email system only for the purpose of disseminating information concerning Union meetings, elections and social affairs.
- 22.06 The Employer will pay the full cost of criminal record checks for existing employees when it requires same. The Employer will pay the full cost of criminal record checks for all employees required by the Employer to have an updated criminal record check. Pre-employment, employees must provide a criminal record check when required by the Employer; this check may be completed during the probationary period.
- 22.07 Employees shall be paid on a bi-weekly basis. Payroll will be issued by direct deposit. Pay stub information will be provided electronically to each employee and will include the balance of vacation time and compensating time up to date. In the event an employee is on leave and is both not expected to return to work within two weeks of the pay date and does not have electronic access, the pay stub shall be mailed to their home address.
- 22.08 All employees are responsible for advising the Human Resources Department in writing of their current address and telephone number(s). The employees are further responsible for advising the Employer of any change(s) in their address or telephone number(s), in writing. Such updated information will be deemed to be the most current information for the purposes of contact, including scheduling.
- 22.09 Electronic Grievance Form
- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1.
 - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 8.

- (c) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

22.10 Cellular Phones

Employees who are normally required to conduct out-of-office business for the Employer such as home visits shall be provided with a cellular phone and services for business use at the Employer's expense.

ARTICLE 23 – SALARIES AND CLASSIFICATION

23.01 Salary rates for the classifications covered by this Collective Agreement are set out in Schedule A.

23.02 Each full-time employee shall advance from her present level to the next level set out on the salary grid annually from the date of hire until she reaches the top level in the pay band. A regular part-time employee and/or a casual employee shall advance from her present level to the next level set out on the salary grid each 1500 hours worked, until she reaches the top level in the pay band.

23.03 For the purpose of placing newly hired employees on the salary grid, one step shall be credited for every year of relevant and related experience, it being understood that a newly hired employee can be placed no higher than step 5 on the salary grid.

23.04 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 client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.

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

24.02 The following principles shall govern the resolution of issues:

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

24.03 The following process shall be followed:

- (a) In the event that a professional practice or workload issue arises that affects an individual employee or a group of employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the employee(s) shall within five (5) work days document their professional practice issue in writing (using the form set out in Appendix 2) and forward it to their Manager.
- (b) Within ten (10) work days of receiving a form, a meeting to discuss the professional practice issue shall be held with the employee(s), a Union representative, the Manager, and the Director, Patient Care and/or designates. Within five (5) work days of the meeting, a written response shall be provided to the employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.
- (c) Failing resolution in (b) above and within five (5) work days of the written response or no response in (b) above being provided to the employee, the Union shall forward the Form to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- (d) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the issues arising out of this provision.
- (e) Timelines outlined in the above article can be extended by mutual agreement of the parties.

24.04 When a professional practice issue arises that affects the bargaining unit as a whole, the Union shall forward the issue in writing to the Union-Management Committee (UMC) directly within five (5) work days of the circumstances giving rise to the professional practice issue. The written statement from the Union shall be considered at a meeting of the Union-Management Committee (UMC) or at

such other meeting that the Co-Chairs may mutually agree to convene to discuss the written statement. The Union-Management Committee (UMC) shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.

- 24.05 Failing resolution by the Union-Management Committee (UMC) under either 24.03 and 24.04 above, the Union shall have ten (10) work days after the meeting of the Union Management Committee (UMC) to request in writing the establishment of a Professional Responsibility Committee to review the professional practice issue raised in the written statement. The Professional Responsibility Committee shall be composed of three (3) individuals: one chosen by the Union, one chosen by the Employer and a Chairperson to be mutually agreed upon by the Union and Employer representatives on the Professional Responsibility Committee. Each party will bear the cost of its own representative on the committee and will share equally the fee of the Chairperson.
- 24.06 The Professional Responsibility Committee shall ensure that both parties receive an adequate opportunity to provide material and representations to the Professional Responsibility Committee and to reply to the material and representations provided by the other party. After considering the material and representations provided by the parties, the Professional Responsibility Committee shall issue, in writing, a recommended resolution(s) of the professional practice issue(s) raised in the written statement.
- 24.07 Electronic Professional Responsibility Workload Report Forms
- (a) The parties agree to use the electronic version of the ONA Professional Responsibility Workload Report Form (PRWRF) at Appendix 2.
 - (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 24.
 - (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
 - (d) The electronic signature of the ONA member or members will be accepted as the original signature.

ARTICLE 25 – DURATION AND RETROACTIVITY

- 25.01 This Agreement shall continue in effect until March 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

DATED at Hamilton, Ontario this 4th day of September, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Miranda Ingribelli

Deanna King
Labour Relations Officer

Sarah Vertlieb

Sharon Foord

SCHEDULE "A" - HAMILTON NIAGARA HALDIMAND BRANT LHIN
SALARY SCHEDULE

Lump Sum and Wages

- Year 1 - Effective April 1, 2019 – 1.5% wage increase (Retroactivity will be paid within (2) two full pay periods of the date of ratification on the basis of hours paid. Retroactive pay will be paid by a separate deposit.)
- Year 2 - Effective April 1 2020 – 1.5% wage increase.
- Year 3 - Effective April 1, 2020 – 1.5% wage increase.

CARE COORDINATORS/PLACEMENT COORDINATORS
RAPID RESPONSE TRANSITIONAL TEAM NURSES
MENTAL HEALTH AND ADDICTIONS NURSES AND RESPIRATORY THERAPIST

Step	APRIL 1, 2019 1.5%	APRIL 1, 2020 1.5%	APRIL 1, 2021 1.5%
Step 1	\$40.29	\$40.89	\$41.50
Step 2	\$41.05	\$41.66	\$42.29
Step 3	\$41.83	\$42.46	\$43.09
Step 4	\$42.61	\$43.25	\$43.90
Step 5	\$43.42	\$44.07	\$44.73
Step 6	\$44.24	\$44.91	\$45.58
Step 7	\$45.08	\$45.75	\$46.44
Step 8	\$45.95	\$46.64	\$47.34
Step 9	\$46.89	\$47.60	\$48.31

ADVANCED PRACTICE NURSE
ENHANCED NURSE CLINICIAN

STEP	APRIL 1, 2019 1.5%	APRIL 1, 2020 1.5%	APRIL 1, 2021 1.5%
STEP 1	\$44.16	\$44.83	\$45.50
STEP 2	\$44.99	\$45.67	\$46.35
STEP 3	\$45.85	\$46.54	\$47.23
STEP 4	\$46.70	\$47.40	\$48.11
STEP 5	\$47.58	\$48.30	\$49.02
STEP 6	\$48.50	\$49.22	\$49.96
STEP 7	\$49.39	\$50.13	\$50.88
STEP 8	\$50.32	\$51.08	\$51.84
STEP 9	\$51.35	\$52.12	\$52.90

PALLIATIVE CARE CONSULTANT

STEP	APRIL 1, 2019 1.5%	APRIL 1, 2020 1.5%	APRIL 1, 2021 1.5%
STEP 1	\$41.39	\$42.01	\$42.64
STEP 2	\$42.17	\$42.81	\$43.45
STEP 3	\$42.99	\$43.63	\$44.28
STEP 4	\$43.80	\$44.45	\$45.12
STEP 5	\$44.63	\$45.30	\$45.98
STEP 6	\$45.48	\$46.16	\$46.86
STEP 7	\$46.33	\$47.03	\$47.74
STEP 8	\$47.21	\$47.92	\$48.63
STEP 9	\$48.15	\$48.87	\$49.61

CARE CONNECTORS – REGISTERED PRACTICAL NURSES

STEP	APRIL 1, 2019 1.5%	APRIL 1, 2020 1.5%	APRIL 1, 2021 1.5%
STEP 1	\$30.50	\$30.96	\$31.42
STEP 2	\$31.33	\$31.80	\$32.27
STEP 3	\$32.18	\$32.66	\$33.15
STEP 4	\$33.05	\$33.54	\$34.05
STEP 5	\$33.94	\$34.45	\$34.97
STEP 6	\$34.86	\$35.39	\$35.92
STEP 7	\$35.81	\$36.35	\$36.89
STEP 8	\$36.78	\$37.33	\$37.89
STEP 9	\$37.78	\$38.34	\$38.92

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

APPENDIX 2 - PROFESSIONAL RESPONSIBILITY REPORT FORM

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

SECTION 1: GENERAL INFORMATION

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

SECTION 2: DETAILS OF OCCURRENCE

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

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

Applicable Regulatory College: _____

Applicable Standards of Practice/Policies/Procedures: _____

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

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

SECTION 4: REMEDY/SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/site/program?
 Yes No Date [Click here to enter a date.](#)
Provide details:
 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.](#)

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

GUIDELINES AND TIPS ON ITS USE

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

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

STEPS IN PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

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

APPENDIX 3 - BENEFIT CHART

<u>Life Insurance</u>	
Amount	3x annual earnings
Max	\$300,000
<u>Basic AD&D</u>	
Amount	2x annual earnings
Max	\$300,000
<u>Extended Health Care</u>	
Overall Benefit Maximum	Unlimited
Deductible (for expenses other than drugs)	
Individual	\$10 per calendar year
Family	\$10 per calendar year
<u>Drug Deductible</u>	
Individual	\$10 per calendar year
Family	\$10 per calendar year
<u>Payment of Drug Claims</u>	
Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription	
<u>Hospital Care</u>	Semi-private coverage
<u>Private Duty Nursing</u>	\$25,000 per calendar year
<u>Hearing Aids</u>	\$1,000 every 36 consecutive months
<u>Vision Care</u>	
Eye exams	To a maximum of \$450 for 24 consecutive month period combined with prescription glasses
Purchase and fitting of prescription glasses or elective contact lenses (excluding safety glasses), as well as repairs	To a maximum of \$450 in any 24 consecutive months combined with eye exams
Contact lenses required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses	The maximum payable will be \$200 per lifetime
<u>Professional Services</u>	
Chiropractor	\$400 per calendar year
Osteopath	\$300 per calendar year
Podiatrist	\$300 per calendar year
Chiropodist	\$300 per calendar year

Massage Therapist	\$400 per calendar year
Naturopath	\$300 per calendar year
Speech Therapist	\$1,000 per calendar year
Physiotherapist	\$400 per calendar year combined with Athletic Therapist
Psychologist	\$1,000 per calendar year combined with Marriage and Family Therapist
Acupuncturist	\$300 per calendar year
Athletic Therapist	\$400 per calendar year combined with Physiotherapist
Marriage and Family Therapist	\$1,000 per calendar year combined with Psychologist
Out of Province/Out of Country Coverage	First 60 days Maximum of \$1,000,000 per trip
<u>Dental Care</u>	
Deductible	Nil
Dental Fee Guide	2 year lag ODA Fee Guide effective June 1, 2017
Benefit Percentage (Co-insurance)	100% for Basic Services – Level I 100% for Supplementary Basic Services – Level II 80% for Dentures – Level III 80% for Major Restorative Services (includes implants effective June 1, 2017) – Level IV 50% for Orthodontics – Level V
Benefits Maximums	\$2,000 per calendar year combined for Level I and Level II \$2,500 per calendar year combined for Level III and Level IV \$3,000 per lifetime for Level V

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
LOCAL HEALTH INTEGRATION NETWORK**
(Hereinafter referred to as "the Employer")

A N D:

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

RE: APPLICATION OF ARTICLE 2.03

Application of Article 2.03 to Placement Coordinators employed as of the date of ratification of this Collective Agreement.

It is understood that the following individuals (who are employed as a Placement Coordinator as of the date of ratification of this Collective Agreement) shall not lose their status as a Placement Coordinator by virtue of not meeting the requirements of Article 2.03:

Brant:

Darlene Gedney

Burlington:

Anne Belbin
Elise Ubriaco
Anna Putrone

Haldimand-Norfolk:

Anita Chandler

Niagara:

Mary Beth Rebstock

DATED at Hamilton, Ontario this 4th day of September, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Miranda Ingribelli

Deanna King
Labour Relations Officer

Sarah Vertlieb

Sharon Foord

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
LOCAL HEALTH INTEGRATION NETWORK**
(Hereinafter referred to as “the Employer”)

A N D:

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

**RE: HOURS OF WORK IN EXCESS OF EIGHT HOURS (I.E. SEVEN HOURS EXCLUSIVE
OF A ONE HOUR UNPAID MEAL PERIOD)**

The parties agree that during the term of this collective agreement no employee working 7 hour shifts on or before October 7, 2011 (or regular part-time employees on the date of ratification) will be required to work a shift schedule of more than 7 hours. This does not preclude the establishment of shift schedules for more than 7 hour shifts (e.g. 10 hour shifts) for new employees or employees who choose to work such shift schedules. In such circumstances the Employer will meet with the Union to discuss and agree on issues related to shifts of more than 7 hours such as entitlements for things such as bereavement, vacation, sick days and the like.

The parties also confirm that during the term of this collective agreement no employee whose shift schedule on the date of ratification is solely Monday to Friday will be required to work a shift schedule which is not Monday to Friday. This does not preclude the establishment of shift schedules which are not Monday to Friday for any other employees.

The parties further confirm that during the term of this collective agreement no employee as of the date of ratification who is a full-time or regular part-time employee shall have her start time changed by more than one (1) hour or her finish time changed by more than one (1) hour. It is understood that nothing in this letter relieves the Employer of its obligation to provide the 45 calendar days notice required under Article 17.02 to full-time and regular part-time employees when changing the start or finish time of their shift.

DATED at Hamilton, Ontario this 4th day of September, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Miranda Ingribelli

Deanna King

Labour Relations Officer

Sarah Vertlieb

Sharon Foord

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
LOCAL HEALTH INTEGRATION NETWORK**
(Hereinafter referred to as “the Employer”)

A N D:

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

RE: REGULAR PART TIME A AND PART TIME B AND CASUAL

The amended changes in Article 2.02 will be reflected in this Letter of Understanding.

- a) Full-time is an employee who normally works a regular schedule of seventy (70) hours biweekly.
- b) Regular part-time A is an employee who normally works a regular schedule of less than thirty-five (35) hours per week or less than seventy (70) hours biweekly.
- c) A part-time B (PT B) employee is one who;
 - (i) does not have any guaranteed hours of work;
 - (ii) may be called to work when and where required within their home branch's operations;
 - (iii) has no regular scheduled hours on an ongoing basis; and
 - (iv) may be offered work at more than one branch, it being understood that a branch will first consider PT B then casual employees from that branch before giving consideration to PT B or casual employees from other branches.
 - (v) A part-time (PT B) employee is one who is available to work as follows:
 - (a) 44 (forty-four) weeks of the year including the month of December and either the month July or August.
 - (b) Available 1 (one) weekend and 1 (one) weekend day (Saturday or Sunday or paid holiday) per calendar month.
 - (c) Available six (6)- seven (7) hour shifts, four (4) - ten (10) hour shifts, or five (5) shifts in combination per bi-weekly period including the weekends and extended hour commitments, and of which at least one (1) shift will be a Friday. Shifts must be applicable to the employees' home branch.
 - (d) Available for at least five (5) paid holidays in each fiscal pay year, including either Christmas Day or New Years Day. Christmas Day and New Years Day availability will be rotated on a yearly basis.
 - (e) No more than fifty percent (50%) of PT B employees in a branch may make themselves unavailable in any one month. If there is a conflict in the non-availability indicated by employees, the conflict will be resolved on the basis of applying the following:

1. Alternating July and August each year and on a rotational basis for other months

1. Seniority where (a) does not resolve the conflict.

- (f) If a PT B employee is unavailable for a period of one week or more, the employee must submit information to the Employer within the time frame of the vacation request process as outlined in Article 16- Vacation.
- (g) Availability for regular part-time A & B must be submitted on the first (1st) day of the month for the following month. For July and August, Availability Templates must be submitted by May 1st. After the schedule has been posted, the regular part-time A & B and casual employees will have no obligations to availability except as scheduled. If a regular part-time A or B and a casual employee has provided availability and has been scheduled accordingly, the regular part-time A & B and casual employees is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, or other approved leave under the *Employment Standards Act* or leave granted by the Employer.

d) A Casual Pool – a casual employee is one who;

- (i) is one who is called into work on an ad hoc basis, does not have any guaranteed hours of work;
- (ii) may be called to work when and where required within their home branch's operations once all regular part-time resources have been exhausted;
- (iii) has no regular scheduled hours on an ongoing basis; and
- (iv) may choose to work at more than one branch and specifies the branch(es) in writing, it being understood that a branch will first consider casual employees from that branch before giving consideration to casual employees from other branches.
- (v) Casual part-time may be pre-booked up to two weeks in advance if all regular part-time and job sharers have been offered the shifts first.
- (vi) Casual employees will have a one-way opportunity to choose to transfer into a regular part-time position.
- (vii) Availability must be submitted on the first (1st) day of the month for the following month. For July and August, Availability Templates must be submitted by May 1st. After the schedule has been posted, the casual employee will have no obligations to availability except as scheduled. If a casual employee has provided availability and has been scheduled accordingly, the casual employee is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, or other approved leave under the *Employment Standards Act* or leave granted by the Employer.
- (viii) A casual employee who is called into work shall be paid a minimum of three (3) hours at her regular rate of pay unless such time worked results in overtime, in which case the applicable overtime rate shall be paid.

- e) In addition to a part-time A & B and casual employee's regular straight time hourly rate, such employees shall be paid a percentage in lieu of all fringe benefits, except vacation, of 13%, payable on all straight time hours worked. Holiday pay (including float holiday pay), sick pay, and pension are included in the percentage in lieu. A part-time employee may, on a voluntary basis, enroll in the Pension Plan when eligible in accordance with its terms and conditions and the percentage in lieu of fringe benefits will be 9%.

The parties agree that the following amends Article 17 (Hours of Work) in the Collective Agreement:

- 17.01 Status quo
- 17.02 Status quo
- 17.03 (a) Any hours to be worked in excess of regularly scheduled hours must be pre-authorized by the supervisor. Such requests will not be unreasonably denied.
- (b) Where regular part-time A, part-time B, and casual employees have all worked thirty-five (35) hours in a week and the Employer decides to schedule overtime, such scheduled overtime will first be offered to full-time or RPT A employees whose name is on the Branch Extra Hours Roster on a rotational basis by seniority. Next, the Employer shall offer the available overtime to PT B employees on a rotational basis by seniority. Next, the Employer shall offer the available overtime to casual employees by seniority on a rotational basis.
- (c) Any full-time or regular part-time A employee can advise the Employer, in writing, that they wish to have their name added to the Branch Extra Hours Roster for overtime hours. Such roster shall be accessible on the intranet and updated monthly.
- (d) If an employee is on the Branch Extra Hours Roster and they deny three offered shifts, the employee will be removed from the roster for a three month period. To be reinstated on the roster the employee will express their interest to the manager of the branch(es), have a discussion concerning the employee's availability and will be reinstated at the manager's discretion. It cannot be considered a refusal of a shift where the employee has already accepted a shift at another branch on the same day.
- (e) An offer of a shift and a refusal of a shift must be communicated through a personal contact, in person or by telephone. If personal contact is not made the offer of the shift will be documented, a voicemail will be left and the shift will be offered to the next in line as per 17.03 (b).
- (f) Employees on the roster must be able to do the work required with minimal training.
- (g) One Branch Extra Hours Roster is required for each branch.
- (h) Employees must report in writing to HR/Scheduling with copy to their branch manager with their intention to withdraw from the roster.
- 17.04 Status quo

- 17.05
- (a) The Employer will make reasonable efforts to hire and maintain appropriate staff (e.g. full-time, regular part-time A, part time B, and casual) to cover evening, weekend and paid holiday shifts. Note for clarity: the extended hours full time and regular part time employees shall be given the first right of refusal for paid holidays falling within their regular schedule. *The parties agree to meet in a separate forum to discuss this language (particularly related to first right of refusal) and determine appropriate interpretation and/or whether further clarification is required.*
 - (b) Prior to the posting of the schedule, the Employer will schedule available shifts to part-time B staff, on a rotational basis up to their commitment, subject to their availability.
 - (i) If additional shifts remain, shifts will be scheduled to regular part-time A on the basis of seniority and availability.
 - (ii) If additional shifts remain, the Employer will schedule casual staff.
 - (c) Following the posting of the schedule, the Employer will offer available shifts first to regular part-time A or part-time B, on the basis of seniority and availability without incurring any overtime premiums. If additional shifts remain, the Employer will schedule casual staff.
 - (d) In the event that sufficient casual staff and part-time staff cannot be scheduled the Employer will go to the Branch Extra Hours Roster under Article 17.03 (b).
 - (e) In the event that sufficient staff cannot be scheduled from the Branch Extra Hours Roster the Employer will seek volunteers.
 - (f) Should a volunteer not be found, then the Employer may assign the shift(s) to qualified full-time or regular part-time employees, who have completed their probationary period, on a rotating basis starting at the bottom of the seniority list and moving upwards. Such employees will receive a minimum of twenty-four (24) hours' notice of such an assignment and will be paid at double time.
- 17.06 Status quo.
- 17.07 Status quo.
- 17.08 Regular part-time A employees may indicate availability for extra shifts by submitting Availability Templates in the same manner as described in Article 2.02 for casual employees.
- If a regular part-time A, part-time B, or casual employee has provided availability and has been scheduled accordingly, the employee is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, other approved leave under the *Employment Standards Act* or leave granted by the Employer. Availability ends after the approved schedule is posted by 1:00 pm every second Thursday.
- 17.09 Casual Employees - The Letter of Understanding supersedes Article 17.09.
- 17.10 Status quo

17.11 Status quo

The parties agree that this agreement supersedes the following articles related to holiday pay, pension and benefits, and sick leave, and that these only apply to employees who have exercised their right to be grand-parented:

15.03 Superseded

15.07 Superseded

19.02 Superseded

20.06 Superseded

The parties agree to the following plan for rollout of this new class of employee:

Regular Part-Time A employees who were employed on the date of ratification (Jan. 29, 2015) will be given the option to be grand-parented and continue to receive health benefits and sick leave. By April 14, 2015, every Regular Part-Time A employee will receive a letter to this effect with instructions to provide their written intent to Human Resources. If written intent is not received by 24-Apr-2015, the employee will be sent a follow up email reminding them that if their written intention is not received by 30-Apr-2015 they will be transitioned to the percentage in lieu plan. For employees who choose to transition to the percentage in lieu plan, benefit coverage will cease on April 30, 2015 and percentages in lieu will take effect for all hours worked on or after 1-May-2015. Employees may choose to transition to the percentage in lieu plan at a later date with written notice to Human Resources. The effective date for these changes will be worked out between the employee and Human Resources.

Existing casual employees will receive payment for the applicable percentage in lieu on all hours worked retroactive to the date of ratification. This payment will occur within 3 pay periods of 1-May-2015. Casual employees will be given the option to transition to Part-Time B status. By April 14, 2015 casual employees will receive a letter to this effect.

Term of agreement:

This Letter of Understanding will be in effect for the term of the collective agreement expiring March 31, 2022.

DATED at Hamilton, Ontario this 4th day of September, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Miranda Ingribelli

Deanna King
Labour Relations Officer

Sarah Vertlieb

Sharon Foord

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
LOCAL HEALTH INTEGRATION NETWORK**
(Hereinafter referred to as “the Employer”)

A N D:

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

**RE: PALLIATIVE ADVANCED PRACTICE NURSE, ENHANCED NURSE CLINICIAN
(PALLIATIVE CARE) AND PALLIATIVE CARE CONSULTANT**

The parties agree the Collective Agreement applies in its entirety except as modified in this agreement:

- 1) Due to the nature of the work of the Palliative Advanced Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant there will be flexible scheduling of hours in accordance with his/her patient load. The Palliative Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant will adjust his/her schedule to compensate for the variations in that load.
- 2) The Palliative Advanced Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant who has more than four (4) weeks of vacation will maintain his/her vacation entitlement until such time as he/she achieves enough service to move to the next increment.
- 3) The Palliative Advanced Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant will be credited with seniority based on their date of service as a Palliative Advanced Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant. Where the Palliative Advanced Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant has both full-time and part-time service, their seniority will be calculated pursuant to Article 9.02. The parties will agree on each seniority date prior to the seniority being added to the next posted seniority list. Where the Palliative Advanced Practice Nurse, Enhanced Nurse Clinician (Palliative Care) and Palliative Care Consultant was previously a member of the Bargaining Unit his/her seniority will be credited back to the original date of hire.
- 4) Employees will be placed on the step of the grid which is the next step above their current rate.

DATED at Hamilton, Ontario this 4th day of September, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Miranda Ingribelli

Deanna King

Labour Relations Officer

Sarah Vertlieb

Sharon Foord

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
LOCAL HEALTH INTEGRATION NETWORK**
(Hereinafter referred to as “the Employer”)

A N D:

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

RE: ORGANIZATIONAL AND LEGISLATIVE CHANGES

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

DATED at Hamilton, Ontario this 4th day of September, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Miranda Ingribelli

Deanna King
Labour Relations Officer

Sarah Vertlieb

Sharon Foord
