

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**Hamilton Niagara Haldimand Brant  
Local Health Integration Network  
Operating As  
Home And Community Care Support Services  
Hamilton Niagara Haldimand Brant  
(Hereinafter referred to as the "Employer")**

And:

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

**Expiry Date: October 18, 2025**

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – SCOPE & DEFINITIONS.....	1
ARTICLE 3 – MANAGEMENT RIGHTS .....	3
ARTICLE 4 – RELATIONSHIP .....	4
ARTICLE 5 – NO STRIKE, NO LOCKOUT .....	5
ARTICLE 6 – REPRESENTATION AND COMMITTEES .....	5
ARTICLE 7 – UNION SECURITY.....	10
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE .....	11
ARTICLE 9 – SENIORITY AND SERVICE .....	14
ARTICLE 10 – JOB POSTING .....	17
ARTICLE 11 – LAYOFF AND RECALL .....	19
ARTICLE 12 – EMPLOYEE FILES.....	22
ARTICLE 13 – LEAVES OF ABSENCE .....	23
ARTICLE 14 – PROFESSIONAL DEVELOPMENT.....	32
ARTICLE 15 – PAID HOLIDAYS.....	32
ARTICLE 16 – VACATIONS .....	33
ARTICLE 17 – HOURS OF WORK .....	36
ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES.....	36
ARTICLE 19 – PENSION AND BENEFITS .....	37
ARTICLE 20 – SICK LEAVE AND LTD .....	37
ARTICLE 21 – MISCELLANEOUS.....	39
ARTICLE 22 – SALARIES AND CLASSIFICATION .....	40
ARTICLE 23 – PROFESSIONAL RESPONSIBILITY .....	41
ARTICLE 24 – MISCELLANEOUS.....	43
ARTICLE 25 – DURATION AND RETROACTIVITY .....	43
APPENDIX 1 - ONA GRIEVANCE FORM.....	44
SCHEDULE “A” .....	45
APPENDIX “B” - BENEFITS.....	46
LETTER OF UNDERSTANDING .....	49
RE: ARTICLE 16.07 – VACATIONS.....	49

## **ARTICLE 1 – PURPOSE**

1.01 The purpose of the 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 & DEFINITIONS**

2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all Nurse Practitioners employed by Hamilton Niagara Haldimand Brant Local Health Integration Network (operating as Home and Community Care Support Services Hamilton Niagara Haldimand Brant) in Hamilton, Niagara, Haldimand, Brant and Burlington save and except persons employed in a confidential capacity and supervisors, and those above the rank of supervisor.

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

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

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

(d) 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, they shall receive credit for seniority and service on the basis of hours paid from their 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.
- (e) In addition to a regular part-time, employee's regular straight time hourly rate, such employees shall be paid a percentage in lieu of all fringe benefits, except vacation, of thirteen (13%) percent, 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 nine (9%) percent. It is understood that the percentage in lieu will also apply to temporary full-time positions where the incumbent does not hold a permanent position with the Employer.
- (f) Temporary position – is a position:
- (i) Temporary positions greater than six (6) months in length shall be posted in accordance with Article 10 (Job Posting). They shall first be offered to qualified and eligible employees who apply for the position.
  - (ii) An employee who is already a full-time or regular part-time employee and who accepts a temporary position shall be

returned to their former position at the end of the temporary position.

A regular part-time employee who fills a temporary full-time or a temporary part-time position will continue to be treated as a regular part-time employee as outlined in Article 2.02 (b).

- 2.03 It is understood that a Nurse Practitioner must hold a certification with the College of Nurses of Ontario (CNO) 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.

### **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 the 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 their rights under the Collective Agreement.

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

- 4.02 It is agreed that there will be no discrimination by either party of 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 of 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 their employer or agent of the 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 their orientation period.
- (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (f) Where an Employee believes that they have been harassed contrary to this provision, they 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 three (3) Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

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

##### 6.02 Local Negotiating Committee

- (a) A negotiating committee of up to three (3) 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 participating 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 servicing 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 participating 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 three (3) employee representative appointed by the Union and three (3) 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 within the Nurse Practitioner scope of practice. 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 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 and a summary being posted on the intranet for all members to view.

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

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

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

6.06 Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the Nurse Practitioner (NP) 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 committee. 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 fulfil its functions. The Committee shall respect the confidentiality of the information. If no member is available to act as the Nurse Practitioner ONA JHSC member, the JHSC information will be provided to the NP ONA bargaining unit president (BUP), or if no NP BUP is available, then such information will be provided to the Labour Relations Officer (LRO).

- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees who are patient facing at short notice in the event there are reasonable indications of the emergence of a pandemic, or provide an alternate safety measure as determined in consultation with the JHSC. The Employer will advise the JHSC of the supply of PPE on an annual basis and whenever the Employer is required to advise the government.
- (j) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limit to providing reasonable accessible personal protective equipment (PPE) that reduces risk and protects employees.
- (k) Employees will be fit tested on hire and then every two (2) years or at any other time as required by the Employer, the government of Ontario or any other public health authority.
- (l) The employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (m) The Employer will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
- (n) The parties 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) "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 a 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 that constitute harassment, discrimination and/or workplace violence 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 their regular hours at grievance meetings.

The parties 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 their 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 in an electronic format the Union with: name of the organization; dues per employee including first and last name; total of all dues submitted identifying dues month; arrears or adjusted amounts; Social Insurance Numbers; hourly rate and status (full-time, and regular part-time); terminations and effective date; leave 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 their regular working hours to meet for a period of up to thirty (30) minutes, with newly hired employees during the general orientation period, which shall take place within the first month of their employment.

On or before the commencement of their 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. Amalgamation of like grievances can only occur with mutual agreement of the Employer and Union.

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 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 accrue based on hours paid. No member will exceed eighteen hundred and twenty (1820) hours per year.

(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.

- (c) On 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 their status changes from full-time to regular part-time (or vice-versa). It is understood that in no circumstances shall an employee's seniority and service predate the employee's most recent date of hire.



An employee whose status is changed from full-time to regular part-time 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 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 conversation 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 credits with 1.5 years seniority).

### 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 their date of hire.
- (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 with notice to the Union. Such extensions 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 (12<sup>th</sup>) 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) Seniority List 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) All current ONA employees will be included on the seniority list.

- (c) An updated integrated seniority list will be provided to the Union at time of layoff notice.

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 approval 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 Board (WSIB);
  - (iv) on an approved leave of absence without pay not exceeding thirty (30) continuous days;
  - (v) when absent on Pregnancy or Parental leave of absence.
- (b) Seniority shall be retained but not accumulated 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 exceeding thirty (30) continuous calendar 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.
- 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 seven (7) calendar days of the posting date.

Postings shall be provided by electronic mail to all staff including the bargaining unit president, and be available to all staff externally via the internet.

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

employee expresses interest directly to human resources within the job posting dates.

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
- Step 4: By Employer Discretion in accordance with (a) above.

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 and eligible employee applies, such vacancy shall be posted externally and/or filled at the discretion of the Employer as long as no change in the original job. In situations where there are no internal candidates that are eligible for the posting, the Union can discuss with the employer available options to consider internal candidates based on the operational needs of the employer.

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

10.05 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, posted during the absence.

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.

- 10.06 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.
- 10.07 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.
- 10.08 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 provide 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, status (full-time or regular part-time) and current hours of work.

It is understood that prior to the laying off any full-time or regular part-time employees, temporary employees in the classification 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 where the layoff of full-time or regular part-time employees is going to occur.

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 have been appointed, provided the employee has the necessary qualifications and ability to do the work without training, other than orientation 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 their seniority rights, they shall bump the less senior employee of the same status 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 their 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, they shall be deemed to have been terminated as per Article 9.07.
- 11.09 Laid off employees shall be entitled to apply for posted vacancies.
- 11.10 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 have provided their decision under Article 11.07.
- 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 a short and long-term sickness and income protection and may make pension contributions as may be permitted by HOOPP) during their period of layoff (to a maximum of twenty-four (24) months following the date of layoff) provided they pay 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 A full-time or regular part-time employee who is laid off and who accepts a temporary recall or part time work shall accumulate seniority for the duration of the temporary recall or part time work on the basis of hours worked.
- 11.13 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.
- 11.14 (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 them to meet the staffing requirements of the Employer.

- (b) Recall notices shall be sent by electronic mail (email) to the last person electronic mail address filed with the Employer and a copy shall be provided to the Bargaining Unit President. The onus is on the employee to ensure their personal contact information is up to date.
  - (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 they intend to return to work, or, if they fails to return to work within an additional fourteen (14) days, they shall lose all seniority, their name shall be removed from the seniority list and they shall be deemed to have been terminated, unless a reason satisfactory to the Employer can be provided.
- 11.15 (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 from which the employee was laid off and except where the laid off employee has completed their rights under the layoff language herein.
- 11.16 For the term of this Agreement, employees who are permanently laid off shall receive severance pay as required by the *Employment Standards Act*.
- 11.17 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.

## **ARTICLE 12 – EMPLOYEE FILES**

- 12.01 Each employee shall have access to their 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 their views to such evaluation prior to it being placed in their 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/software 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 they leave does not unduly interfere with the operations of the Employer.

Such a 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 thirty-five (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 their 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 they may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. 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 they may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the salary and applicable benefits (or percentage in lieu of benefits) of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(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 their intention to return to work at least two (2) weeks prior to the date of such return.

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

(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 their intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.02 Personal Leave

The Employer may grant a request for leave of absence for personal reasons (which shall not include working for another Employer) 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 and forward to their immediate Supervisor. Such requests will not be unreasonably denied. The Supervisor will respond in a timely manner.

13.03 Bereavement Leave

- (a) An Employee is entitled to up to five (5) working days leave within a seven (7) day calendar period with pay related to the death of their 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 their family. Additional leave of up to two (2) working days shall be granted where travel over 400km is required.
- (b) An Employee is entitled to up to three (3) working days leave within a seven (7) day calendar period with pay related to the death of their 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 400km is required.

- (c) An Employee is entitled to one (1) working day's leave within a seven (7) day calendar period with pay related to the death of their former spouse, aunt, uncle, niece, or nephew.
- (d) If, during a period of leave with pay, an Employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraph (a) to (c) above, the Employee shall be granted bereavement leave with pay at the end of their 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) day 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.
- (i) One day bereavement leave may be deferred in the event that services are scheduled for a later date. In such scenarios, proper notice and communication is required.

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

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

### 13.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employees shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position, unless the position has been discontinued in which case they shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of the seventeen (17) weeks and/or the period of parental leave of sixty-one (61) weeks. The employee must give the Employer written notice that they do not intend to make their contributions, if any.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to sixty-one (61) weeks in duration (62 weeks when pregnancy leave is not taken).
- (f) An employee that has taken 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 natural father, will be granted 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 a 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 their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earning shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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 requirements 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 unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period,

and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that they are in receipt of Employment Insurance Benefits for a maximum period of 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

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

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

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

- (c) Where the Employer requires an employee to attend any meetings with the Employer in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of their regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay.
- (d) An employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that they are not required to attend as above provided that it is longer than half (1/2) the scheduled shift.

#### 13.07 Storm Leave

If the office is closed by the Vice President, HCCSS HNHB or their designate due to weather conditions preventing the employee from reporting to the HCCSS 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. In such circumstances the expectation is that the employee will work remotely for the duration of their shift.

#### 13.08 Military Leave

An employee will be granted unpaid Military Leave in accordance with the *Employment Standards Act*. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.

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

#### 13.09 Secondments



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.

### 13.10 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 for 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 they pay 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 benefits 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 premiums 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 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 their portion of the premiums each month in advance.

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

#### **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

##### 14.01 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.

The Employer may, at its discretion, grant unpaid education leave to any employee who wishes to enroll in a post-graduate, diploma certificate or degree course of study relevant to the profession.

#### **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 (3<sup>rd</sup> Monday in February)
- Good Friday
- Victoria Day
- Canada Day (July 1)
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Three (3) Float Holidays

Employees who become full-time during the year will have the three (3) float days pro-rated for their first year as a full-time employee.

- 15.02 In order to qualify for pay for a holiday, an employee shall complete their 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 For full-time employees, 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.
- 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) their 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, their regular wages or a lieu day in addition thereto. Any lieu day shall be scheduled at a time mutually agreeable to the Employee and their immediate supervisor. Lieu days from the previous fiscal year must be used by March 31 or they will be paid out.
- 15.05 If the holiday is observed on a normal working day during the 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.

## **ARTICLE 16 – VACATIONS**

- 16.01 The vacation year is the Employer's calendar year and this means that employees will be advanced their vacation entitlement at the beginning of the Employer's calendar year or prorated from their date of hire. Vacation days taken will be deducted from their vacation bank. Should an employee be confirmed to be leaving the employer before the end of the calendar year, the front-loaded vacation will be prorated up to their planned last day of employment.
- 16.02 Employees will submit their proposed vacation schedule by the following dates:

- (a) (i) All vacation requests must be submitted through the online scheduling system for approval. Employees are encouraged to discuss vacation plans with their teammates and work out any conflicts prior to submission to vacation requests. In the event of a dispute, seniority will govern.
- (ii) All vacation requests should be made by November 1<sup>st</sup> for vacations requested between January 1<sup>st</sup> and June 30<sup>th</sup>, an approved vacation schedule shall be posted via the intranet by December 1<sup>st</sup>.
- (b) By April 1<sup>st</sup> – for vacations requested between July 1<sup>st</sup> and December 31<sup>st</sup>. An approved vacation schedule shall be posted by May 1<sup>st</sup>.
- (c) (i) During the summer period (the week containing July 1<sup>st</sup> 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.
  - (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 May 1<sup>st</sup> posting date.
  - (3) Granting of individual day(s) will not be unreasonably denied.
- (d) 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.
- (e) All vacation time off must be approved. Conflicts in requests shall be determined by seniority.
- (f) No changes shall be made to the approved vacation except by mutual consent of the employee and the Manager.
- (g) 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 ten (10) days per year. Requests to carry over

vacations greater than ten (10) days much be made by November 1<sup>st</sup>.

- (h) An employee who leaves the employ of the Employer, for any reason, shall be entitled to receive any unpaid vacation pay, which has been earned up to the date of their termination. Conversely, any vacation days taken more than vacation earned to the date of their termination shall be recovered as a set off against any wages or other monies owing to the employee upon termination.

16.03 Full-time employees shall receive vacation according to the following schedule who have:

- (a) Upon hire – 4 weeks’ vacation, twenty (20) days.
- (b) Completed five (5) or more years but less than ten (10) years of continuous service: five (5) weeks, twenty-five (25) days with pay.
- (c) Completed ten (10) or more years but less than thirty (30) years of full continuous service: six (6) weeks, thirty (30) days with pay.
- (d) Completed thirty (30) or more years continuous service: seven (7) weeks, thirty-five (35) days with pay.

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 pay check.

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 paycheck) and unpaid vacation time on the following basis:

- (a) Upon hire but less than four years’ continuous service: 8% (20 days) with pay.
- (b) Completed five (5) or more years but less than ten (10) years of continuous service: 10% (25) days with pay.
- (c) Completed ten (10) or more years but less than thirty (30) years of full continuous service: 12%, (30) days with pay.
- (d) Completed thirty (30) or more years continuous service: 14%, thirty-five (35) days with pay.

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 three (3) months' continuous service, provided that the probationary period has been completed.
- 16.08 Where an employee's scheduled vacation is interrupted due to bereavement and/or jury and witness duty, the employee shall be entitled to bereavement leave and/or jury and witness duty in accordance with Article 13.

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

### **ARTICLE 17 – HOURS OF WORK**

- 17.01 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 their shift.
- 17.02 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. In each half day, the Employer shall allow one fifteen (15) minute paid rest period.
- 17.03 For full-time employees whose normal workday 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 in advance by the Employee's Manager or designate. Employees who work overtime shall receive payment at the rate of time and one-half (1 ½) times up to maximum of thirty-five (35) total hours at any time in the calendar year. Lieu time must be taken with the approval of the employee's manager or designate by November 30 of the calendar year in which it is earned, failing which it shall be paid out in December that calendar year. Time off in lieu of overtime accumulated in December, may be carried over into the next calendar year.
- 17.04 The normal hours of work for employees are defined in Article 17.02. Requests to work alternate hours shall be determined on an individual basis by the Employer having due consideration to the proper operation of the Employer. Approval of an extended term flex time arrangement shall be documented in a letter of agreement. Such arrangements shall be regularly reviewed and can be discontinued on thirty (30) days' written notice by the employee or the Employer.

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

- 18.01 Mileage / Parking

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 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 three (3) 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.
- (c) The Employer agrees to pay 100% of the monthly premium for long term disability.

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

- 19.03 The Employer 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.

- 19.04 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 fulltime employee. Subject to the provisions of this Agreement such employees shall accumulate sick credits at the rate of one and one-half (1 ½) 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, from their treating physician or nurse practitioner, a certificate with respect to any period of time they may be absent from their 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 or nurse practitioner'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 as per the Attendance Line policy.
- 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 their immediate manager or designate and submission of a physician or nurse practitioner certificate.
- 20.06 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 the provision and ensure repayment to the Employer.
- 20.07 Leave for Medical Appointments
- Planned absences for an employee's personal medical, dental and other professional appointments may be taken as vacation time, time off in lieu of overtime, or flex time. Employees may use accumulated sick credits to cover 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.



- 20.08 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 – MISCELLANEOUS**

- 21.01 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.
- 21.02 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide their Regulatory College with proof of the Employer's liability insurance. The Employer, upon request from the employee, will provide the employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.

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

- 21.03 If a Regulated Health Professional is advised or notified that they are 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 their Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Employer unless there are extenuating circumstances beyond the control of the employee. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario Human Rights Code.
- 21.04 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.
- 21.05 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.

### **Errors on Paycheques**

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error is the Employer's fault and it results in an Employee being underpaid by one (1) normal day's pay or more, the Employer will provide the payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a normal day's pay or less for an Employee, the Employee will be given notice and the overpayment will be deducted in the pay period following the date on which the overpayment comes to the Employer's attention. If the error is in excess of a normal day's pay, and the Employee is given notice of the overpayment within three (3) business days of the regular payday, the Employer will be reimbursed for the full amount of the overpayment on the following pay.

Where the Employee is not given timely notice, the Employee will be contacted so that reimbursement will be based on a mutually satisfactory arrangement between the Employee and the Employer, but in no case will the rate of reimbursement be below a normal day's pay per pay period.

21.06 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.

21.07 Electronic Grievance Form

- (a) The parties agree to use the electronic version of the ONA 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.

**ARTICLE 22 – SALARIES AND CLASSIFICATION**

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

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

the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit and responsibilities involved.

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

- 22.03 Each full-time employee shall advance from their present level to the next level set out on the salary grid annually from the date of hire until they reach the top level in the pay band. A regular part-time employee shall advance from their present level to the next level set out on the salary grid each 1500 hours worked, until they reach the top level of the pay band.
- 22.04 For the purposes 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 3 on the salary grid.

### **ARTICLE 23 – PROFESSIONAL RESPONSIBILITY**

- 23.01 The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.
- When meeting with the Manager, the employee(s) may request the assistance of a Union representative to support/assist them at the meeting.
- 23.02 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).

23.03 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 issues 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) workdays of the meeting, a written response shall be provided to the employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.
- (c) Failing resolution in (b) above and within five (5) 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 the 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.

23.04 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.

23.05 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 24 – MISCELLANEOUS**

### **24.01 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.

24.02 A bulletin board will be made available for the sole use of the Union. 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.

### **24.03 Electronic Devices and Clinical Kit**

Employees who are normally required to conduct out-of-office business for the Employer, such as home visits, shall be provided with the required electronic and clinical equipment as determined by the employer.

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

25.01 This Agreement shall continue in effect until October 18<sup>th</sup>, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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

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

**SCHEDULE "A"**

<b>Step</b>	<b>Current Rates</b>	<b>October 19, 2023 3.0%</b>	<b>October 19, 2024 3.0%</b>
Step 1	\$58.5033	\$60.25840	\$62.06615
Step 2	\$60.25879	\$62.06655	\$63.92855
Step 3	\$62.06648	\$63.92847	\$65.84633
Step 4	\$63.92857	\$65.84643	\$67.82182
Step 5	\$65.84615	\$67.82153	\$69.85618
Step 6	\$67.82143	\$69.85607	\$71.95176
Step 7	\$69.85604	\$71.95172	\$74.11027

**APPENDIX "B" - BENEFITS**

<u>Life Insurance</u>	
Amount	3x annual earnings
Max	\$850,000
<u>Basic AD&amp;D</u>	
Amount	3x annual earnings
Max	\$850,000
<u>Extended Health Care</u>	
Overall Benefit Maximum	Unlimited
<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>Medical Equipment</u>	Rental – mobility Equipment: Crutches, wheelchairs Durable Medical Equipment – manual or electronic hospital beds, oxygen equipment including CPAP unit and related supplies. TENS units
<u>Hospital Care</u>	Semi-private coverage
<u>Private Duty Nursing</u>	\$25,000 per calendar year
<u>Hearing Aids</u>	\$1,000 every 48 consecutive months
<u>Vision Care</u>	
Eye exams	To a maximum of \$450 for 24 consecutive month period combined with prescription glasses
<u>Professional Services</u>	
Chiropractor	\$400 per calendar year
Osteopath	\$400 per calendar year
Podiatrist	\$400 per calendar year
Chiropodist	\$400 per calendar year
Massage Therapist	\$400 per calendar year
Naturopath	\$400 per calendar year
Speech Therapist	\$1000 per calendar year
Physiotherapist	\$400 per calendar year



Psychologist / Registered Psychotherapist / MSW	\$1000 per calendar year
Acupuncturist	\$300 per calendar year
Athletic Therapist	\$400 per calendar year
Drugs used in the treatment of sexual dysfunction	\$1200 per calendar year
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	Current ODA Fee Guide
Benefit Percentage (Co-insurance)	100% for Basic Services – Level I 100% for Supplementary Basic Services – Level II 80% Dentures – Level III 80% Major Restorative Services – Level IV 50% for Orthodontics – Level V
Benefits Maximums	\$2,000 per calendar year combined for Level I and Level II \$3,000 per calendar year combined for Level III and Level IV \$3,000 per lifetime for Level V

Effective April 1, 2025, the Health Spending account will be amended so that all eligible amounts will be deposited in the Health Spending Account.

DATED THIS 5th DAY OF September 2024.

**FOR THE EMPLOYER:**

Shaun Brunner

Sarah Pettipiere

Sarah Vertlieb

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

Deanna King  
Labour Relations Officer

Crystal Poyton

Corry Harris

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**HOME AND COMMUNITY CARE SUPPORT SERVICES  
HAMILTON NIAGARA HALDIMAND BRANT**  
("the Employer")

and

**ONTARIO NURSES' ASSOCIATION**  
("the Union")

**RE: ARTICLE 16.07 – VACATIONS**

***The parties agree that the following amends Article 16.07 (Vacations) in the Collective Agreement signed June 27th, 2024:***

16.07 A newly hired full-time employee may request to take accumulated vacation after having completed three (3) months' continuous service.

Term of agreement:

This Letter of Understanding amends Article 16.07 in the Collective Agreement signed May 1st, 2024

The Letter of Understanding will be in effect for the term of the collective agreement expiring October 18th, 2025

DATED THIS 27<sup>th</sup>, DAY OF June 2024.

FOR THE EMPLOYER:

*Shaun Brunner*

Director, Labour Relations

*Sarah Pettipiece*

Manager, Human Resources

FOR THE UNION:

*Deanna King*

Labour Relations Officer

*Crystal Poyton*

Bargaining Unit President