

COLLECTIVE AGREEMENT

B E T W E E N:

**NORTH EAST LOCAL HEALTH INTEGRATION NETWORK,
carrying on business as Home and Community Care Support Services
North East / Réseau local d'intégration des services de santé du Nord-
Est, qui exerce ses activités sous le nom de Services de soutien à
domicile et en milieu Communautaire de Nord-Est**
(Hereinafter referred to as "the Employer")

A N D:

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

Expiry: March 31, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – SCOPE AND RECOGNITION.....	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.....	18
ARTICLE 11 – LAYOFF AND RECALL.....	20
ARTICLE 12 – EMPLOYEE FILES.....	23
ARTICLE 13 – LEAVES OF ABSENCE.....	24
ARTICLE 14 – PROFESSIONAL DEVELOPMENT.....	33
ARTICLE 15 – PAID HOLIDAYS.....	34
ARTICLE 16 – VACATIONS.....	35
ARTICLE 17 – HOURS OF WORK.....	37
ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES.....	44
ARTICLE 19 – PENSION AND BENEFITS.....	47
ARTICLE 20 – SICK LEAVE AND LTD.....	48
ARTICLE 21 – JOB SHARING.....	51
ARTICLE 22 – MISCELLANEOUS.....	53
ARTICLE 23 – SALARIES AND CLASSIFICATION.....	56
ARTICLE 24 – PROFESSIONAL RESPONSIBILITY.....	56
ARTICLE 25 – DURATION AND RETROACTIVITY.....	57
SCHEDULE “A” - SALARY SCHEDULE.....	58
SCHEDULE “B” - ONA Members Eligible for Retiree Benefits.....	60
APPENDIX 1 - O.N.A. GRIEVANCE FORM.....	61
APPENDIX 2 - PROFESSIONAL RESPONSIBILITY REPORT FORM.....	62
LETTERS OF UNDERSTANDING.....	65
Re: Legacied Benefits.....	65
Re: Scheduling Provision – Self Scheduling.....	65
Re: Payout of Sudbury Sick Credit Bank on Termination.....	67
Re: Nurse Practitioner Flexible Hours of Work.....	67
Re: Organizational and Legislative Changes.....	68

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain mutually satisfactory employee relations between the Employer and the Union and to promote a prompt and orderly method of settling all differences including grievances, and for the final settlement of disputes.

It is recognized that the parties wish to work cooperatively to provide the best possible health services for clients in a cost effective manner.

- 1.02 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 Scope of the Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for persons employed by North East Local Health Integration Network as Care Coordinators, Placement Coordinators, Registered Nurses, Registered Practical Nurses, employees performing case management/coordination, Nurse Practitioners, and Nurses Specialized in Wound, Ostomy and Continence, save and except managers, persons above the rank of manager and persons exempted under s.1(3) of the *Labour Relations Act*.

- 2.02 Definitions

- (a) All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the bargaining unit.

- 2.03 Categories

Employees covered by this collective agreement fall within one of the following categories:

- (a) Full-Time Employee

A full-time employee is an employee who is designated as such by the Employer, and who is regularly scheduled to work the normal full-time hours referred to in Article 17.01.

- (b) Part-Time Employee

A part-time employee is an employee who:

- i) has made a commitment to be regularly scheduled according to the initial assignment identified in a part-time posting; and,

- ii) is normally scheduled to work fewer hours per two-week pay period than a full-time employee.

Part-time employees may also make themselves available for additional shifts and shall so advise the employer in writing.

(c) Casual Employee

A casual employee is an employee who is designated as such by the Employer. A casual employee works on a as-and-when-needed basis with no regular schedule of work and has the option of accepting or refusing work.

(d) Temporary Employee

- i) A temporary Employee may be hired for the following:
 - A) to fill a vacancy caused by a leave of absence under this Collective Agreement or by an absence caused by illness or injury;
 - B) to temporarily fill a pregnancy and parental leave, the period will be for not more than twenty (20) months;
 - C) to temporarily fill a vacant permanent position while actively seeking to fill the position; or,
 - D) to perform a specific task or project, not to exceed twelve (12) months, unless the parties agree to an extension in writing, which agreement will not be unreasonably withheld. The union will be notified in writing of the employer's request to extend any temporary position.
- ii) A temporary employee shall not obtain any seniority during the temporary employment. However, if this employee is subsequently hired into a permanent full-time or part-time employee as per Article 2.03 (a) or (b), these hours will count towards her probation period and seniority in accordance with Article 9.
- iii) A temporary employee's employment shall terminate upon the completion of the term or task or at any other time, as long as the termination is not contrary to any applicable legislation.
- iv) Where a permanent employee is selected by the Employer to fill a temporary position, the following shall apply.
 - A) an employee filling a temporary position shall retain their original status and entitlement; except,

- B) a full-time employee filling a temporary part-time position shall retain their status and all rights to any accumulated banks; however, such an employee shall be treated as a part-time employee for the purposes of vacation, health and welfare and other benefits during the period of the temporary assignment;
- C) the employee will be returned to their original position at the end of the temporary assignment;
- D) the Employer shall endeavour to move employees who have been selected to fill a temporary position within a reasonable timeframe based on operational requirements.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes that the management, supervision and direction of the North East Local Health Integration Network is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Collective 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, efficiency;
- (b) hire, direct, classify, transfer, promote, demote, lay-off and discharge, suspend or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) make and enforce and alter from time to time, rules and regulations to be observed by all employees. Prior to effecting any changes in the Employer's policies or rules, which would affect the terms and conditions of employment set out in this Agreement, the Employer will first discuss such proposed changes with the Union and provide copies to the Union;
- (d) determine the locations of its operations, machines and equipment to be used, qualifications of employees, the assignment of work and the assignment of overtime work, the extension, limitation, curtailment or cessation of operations, the number of employees required from time to time, the schedules of work and vacations, the standards of performance of all employees and all other matters concerning the Employer's operations not specifically dealt with elsewhere in this Agreement.

- 3.02 The Employer will not exercise its functions in a manner inconsistent with the express provisions of this Agreement which constitute the only limitation upon the Employer's rights and authority which are subject to the test of reasonableness. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure set forth in Article 8.

ARTICLE 4 – RELATIONSHIP

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

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

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

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

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

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

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

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

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," ref: *Ontario Human Rights Code*, Sec. 7 (2).
- (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (d) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the Employee during her or his orientation period.
- (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (f) Where an Employee believes that she or he has been harassed contrary to this provision, she/he may file a grievance under Article 6 of this Agreement, prior to filing a complaint with the Ontario Human Rights Tribunal.
- (g) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Union Representatives

The Employer agrees to recognize seven (7) 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 seven (7) employee representatives appointed by the union including the bargaining unit president.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation, and food costs associated with the employee's participation in bargaining. Mileage allowance provisions will remain status quo at all LHINs.
- (c) Members of the Negotiating Committee travelling from outside of Sudbury will be granted Union Leave under Article 13.01 on the day prior to and the day after each set of negotiating meetings, as necessary.

6.03 Central Negotiating Committee

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

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

6.04 Union /Management Committee

There shall be a union/management committee comprised of seven (7) employee representatives appointed by the Union and seven (7) employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee.

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

The employer agrees to pay for time spent during regular working hours for representatives of the union attending such meetings which shall include one (1) hour preparation time prior to the start of the meeting.

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) at each site consisting of two (2) employees, one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.06 Joint Health and Safety Committee

(a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the bargaining unit. The number of committee members will be no less than that determined by legislation and the bargaining unit will be entitled to the same membership as any other employee group on the committees. The Union shall notify the employer of their representatives.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.

(d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information. If

no member is available to act as the ONA JHSC member, then JHSC information will be provided to the ONA Bargaining Unit President (BUP), or if no BUP is available, then such information will be provided to the Labour Relations Officer (LRO).

- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker in accordance with the *Occupational Health and Safety Act 1990*.
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees who are patient facing at short notice in the event there are reasonable indications of the emergence of a pandemic, or provide an alternate safety measure as determined by the JHSC. The Employer will advise the JHSC of the supply of PPE on an annual basis and whenever the Employer is required to advise the government.
- (j) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to providing reasonable accessible personal protective equipment (PPE) that reduces risk and protects employees.
- (k) Employees will be fit tested on hire and then every two years or at any other time as required by the Employer, the government of Ontario or any other public health authority.
- (l) The Employer will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
- (m) The employer will train certified workers in accordance with the *Occupational Health and Safety Act 1990*.

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

6.07 Workplace Violence

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

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

The Employer will develop and maintain policies and procedures to deal with workplace violence and shall submit any changes to these policies to the Joint Health and Safety Committee for input and review.

These policies and procedures shall be communicated to all employees at orientation and annually.

- (b) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (c) The parties agree that, if incidents involving an employee and an aggressive client or client family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- (d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with the *Occupational Health and Safety Act 1990 and Regulations*.

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

6.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of investigating and processing grievances, attending grievance meetings or

otherwise assisting in the administration of this Agreement, provided prior approval has been given by Employer.

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

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

ARTICLE 7 – UNION SECURITY

7.01 Union Dues and Membership Lists

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

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

7.02 T-4 Slips

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

7.03 Indemnification

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

7.04 New Employees

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

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

7.05 Electronic Bulletin Board, Messaging Systems

The Employer will provide an electronic bulletin board for the posting of Union notices regarding local union business. Notices shall be submitted to the Director, Human Resources or designate for approval before being posted. Such approval shall not be unreasonably withheld. The Employer will also provide the Union with access to and use of its electronic meeting/messaging systems, subject to the Employer's usage policies.

7.06 Correspondence

Correspondence between the Parties arising from this Agreement or incidental thereto, except as provided for in the grievance procedure, shall pass between the Employer and the Bargaining Unit President.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

- 8.07 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.08 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.
- 8.09 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.10 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.
- 8.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 8.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

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

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

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

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

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

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

8.15 Discharge Grievance

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

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

ARTICLE 9 – SENIORITY AND SERVICE

- 9.01 Seniority on such lists will be expressed in terms of a date for full-time employees and total paid hours for part-time and casual employees. The seniority list will be divided into full-time, part-time and casual categories and will include the length of service with the Employer from their last date of hire. For information purposes only, the names of all probationary employees shall be included in the seniority list.

9.02 Probationary Employee

- (a) All newly-hired permanent full-time, part-time or casual employees shall be hired on a probationary basis for a period of 840 hours worked. The Employer undertakes to carry out a review with a probationary employee midway through the probationary period. A probationary period may be extended for an additional period of up to 280 hours worked, upon mutual consent of the parties. Consent will not be unreasonably withheld.
- (b) The parties agree that ongoing feedback about the employee's progress is important to the probationary employee. During the probationary period, the Employer shall provide such ongoing supervision, orientation, familiarization and training as it deems

appropriate in the circumstances. If the Employer intends to extend the probationary period, the Employer will send the Union and the employee any documentation that arose out of the midpoint review or any other evaluation provided to the probationary employee.

- (c) An employee will acquire seniority status upon successful completion of the probationary period, computed from the employee's date of last hire.
- (d) Probationary employees are entitled to all terms and conditions of this Collective Agreement, subject to Article 8.14 and 8.15 and any waiting period for health and welfare benefits under Article 19.

9.03 Seniority List

The Employer shall maintain a seniority list which shall be sent to the Union and posted on the electronic bulletin board during the first pay period of the months November, March and July. The list will identify an employee's classification, branch and seniority accrued up to the end of the last pay period in the month prior. Any challenges to the list must be raised within sixty (60) days of the posting, otherwise the list shall be considered final.

9.04 Loss of Seniority and Deemed Termination

- (a) Seniority shall be lost and an employee shall be deemed to have been terminated:
 - i) if the employee voluntarily quits;
 - ii) if the employee retires;
 - iii) if the employee is discharged for just cause under Article 8 and not reinstated through the Grievance or Arbitration procedure;
 - iv) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - v) if twenty-four (24) months have elapsed from the date of lay-off;
 - vi) if the employee is absent from work for more than three (3) scheduled working days without notifying the Employer or providing an explanation acceptable to the Employer for the lack of contact;
 - vii) if the employee is absent from work for more than thirty (30) months due to accident or illness. The Parties agree that a period longer than thirty (30) months would constitute undue

hardship, unless an Ontario statute expressly sets out a greater period;

- viii) if the employee fails to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilize a leave of absence for purposes other than those for which the leave of absence was granted.

(b) Seniority Retention and Accumulation

Seniority shall be retained and accumulated, when an employee is absent from work, under the following circumstances:

- i) When on an approved leave of absence with pay or an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- ii) When absent due to substantiated illness or disability preventing the employee from performing the essential duties of the employee's position for up to thirty (30) months;
- iii) When on pregnancy/parental leave.

(c) Seniority Retention, Non-accumulation

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

- i) When on an approved leave of absence, without pay, exceeding thirty (30) continuous calendar days;
- ii) When absent due to lay-off up to the period set out in 9.04(a)(v), above.

9.05 Transfer Outside of Bargaining Unit

- (a) An employee, who is transferred to a position with the Employer outside of the bargaining unit for a period of six (6) months or less, or for an academic year, shall continue to accumulate seniority for the period of the transfer.
- (b) An employee who is transferred to a position with the Employer outside of the bargaining unit in excess of the period set out in (a) but for no more than twelve (12) months or for no more than twenty (20) months to replace a pregnancy and parental leave, or for a period required to backfill a sick leave shall retain seniority but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, the employee shall be credited with seniority held at the time of transfer and resume accumulation from date of the return to the bargaining

unit. If such employee returns to the bargaining unit within twelve (12) months, the employee shall be placed in a job consistent with the employee's experience, seniority and original branch.

- (c) In the event that an employee is transferred to a position with the Employer outside of the bargaining unit for a period in excess of the period in (b), the employee will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of the return to the bargaining unit.
- (d) An employee may decline such offer to transfer.
- (e) Any of the periods of time referred to above may be extended by agreement of the Parties.
- (f) No employee will be temporarily assigned duties of positions outside the bargaining unit without the employee's consent.
- (g) Deduction of union dues for employees who are not covered by the collective agreement due to being in a temporary position outside the bargaining unit, will only occur in calendar months when the employee worked at least one day in a bargaining unit position.

9.06

Service

(a) Full-time

A non-temporary full-time employee shall have a service date expressed as their date of hire.

(b) Part-time

Part-time employees shall have their service expressed on the basis of number of hours worked in the bargaining unit.

9.07

Change in Status

An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to part-time or vice-versa. An employee whose status is changed from full-time to part-time shall receive credit for full seniority and service on the basis of 1820 hours paid for each year of full-time service as adjusted under Article 9.06 and/or 13.13. An employee whose status is changed from part-time to full-time shall receive credit for the employee's full seniority and service on the basis of one (1) year of seniority or service for each 1610 hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time and part-time

seniority, once converted to a date, shall not precede the employee's date of hire.

- 9.08 Employees who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall directly causes or results in the layoff of permanent full-time employees in the bargaining unit.
- 9.09 Unless otherwise agreed by the Union and the Employer, work performed by full-time employees will not be assigned to part-time employees for the purpose of eliminating full-time positions.
- 9.10 In circumstances when a tie in seniority must be broken to resolve a Collective Agreement entitlement, Human Resources and a Union Representative shall meet to pull names from a hat to determine seniority order. For scheduling matters, a position supporting the scheduling process shall meet with impacted staff to pull names from a hat.

ARTICLE 10 – JOB POSTING

- 10.01 The Employer shall post electronically notice of the following vacancies which it intends to fill:
- (a) permanent vacancies;
 - (b) new permanent classifications established within the bargaining unit;
 - (c) temporary vacancies which the Employer knows will last more than six (6) months.

Consequent vacancies resulting from filling the above will be posted as set out in Article 10.02 below.

- 10.02 The vacancy notice shall be posted for seven (7) calendar days and contain the following information: classification, category, requirements for the position, wage or salary rate or range, initial assignment, geographic location and any other information the Employer deems pertinent. Consequent vacancies will be posted for three (3) calendar days and shall contain the same information. For part-time vacancies, "initial assignment" shall also set out the expected number of scheduled hours.
- 10.03 Employees wishing to be considered for posted vacancies shall apply within the posting period. An employee going on leave or vacation may file an expression of interest for vacancies that may be posted during the absence.
- 10.04 **Selection Process**
- (a) Employees shall be selected for positions under Article 10.01 on the basis of the following factors: skill, ability, experience and qualifications.

Where these factors are relatively equal amongst the employees considered, seniority shall govern, providing that the successful applicant is qualified to perform the available work.

- (b) The name of the successful applicant will be posted.
- (c) An unsuccessful applicant who has received an interview shall, upon request, be given an outline of the reasons for not being selected as well as way that the employee can improve their skills and qualifications for future postings.
- (d) The Employer will provide the Bargaining Unit President with a copy of all appointment and reassignment letters.
- (e) A successful applicant from within the Bargaining Unit shall be placed on a trial period of up to six (6) months. In the event the employee proves that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred into during the trial period, the employee shall be returned to the employee's former, or a similar, position. Any changes as a result of the initial filling of the vacancy shall likewise be reversed, if necessary. The Employer will allow an individual employee a reasonable orientation time when assuming a position where a different knowledge base or skills are required.
- (f) A successful applicant for a position need not be considered for another vacancy for a period of nine (9) months. This will not apply in circumstances where an employee is applying for a position that would move the employee from part-time to full-time, or temporary to permanent, or to a higher paid classifications.
- (g) The Employer shall endeavor to move employees who have been selected for positions under Article 10.01 within a reasonable timeframe based on operational requirements.

10.05 Reassignment and Transfer

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

- (a) In making a reassignment to a different functional group or program within a geographic location, the Employer shall consider the skill, experience, and qualifications required for the assignment; any expressions of interest for assignment; potential volunteers; and then the Employer will reassign members, first in order of seniority of employees who have expressed interest, who have the skills, experience and qualification for the assignment and if no candidates, in reverse order of seniority so long as it causes no undue hardship to the organization.

Where there will be a restructuring of a Branch or geographic location, the Employer will engage in prior discussion with the Union.

(b) Request for Transfer

A transfer shall be defined as a requested movement from a member from their current assignment into another assignment.

An employee may make a request to transfer by advising the Employer and filing a Request for Transfer form indicating the employee's name, qualifications, experience, current area of assignment, seniority and requested area of assignment. A request for transfer shall become active as of the date it is received by the Employer.

Such request will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy. Such request for consideration shall be resubmitted in writing by the employee on a yearly basis by January 15th.

All requests for transfer will be awarded based on the posting criteria in Article 10.01.

ARTICLE 11 – LAYOFF AND RECALL

11.01 Layoff definitions

A "layoff" shall be defined as an instance where the Employer has decided to implement a reduction in the staff complement.

A "short-term" layoff shall mean a layoff of up to and including thirteen (13) weeks.

A "long-term" layoff shall mean a layoff of more than thirteen (13) weeks.

11.02 Short-term layoff

(a) The Employer shall provide employees with notice of a short-term layoff of no less than twenty-eight (28) calendar days. A copy of the notice will be sent to the Union.

(b) The most junior employee in the classification and geographic location to be reduced shall be given notice of layoff. That employee may elect:

i) to transfer to a vacant position, or

ii) to displace the most junior person in the same Branch on the same seniority list, in any classification, whose work the

displaced employee has the skill, ability and qualification to perform without training other than normal familiarization, or

- iii) to displace the most junior person in any Branch on the same seniority list, in any classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization, or
 - iv) to opt to retire.
- (c) If the union requests to do so, the Employer shall meet with the local Union to review the effect on employees in the bargaining unit.
 - (d) Any agreement between the Union and the Employer about the method of implementation of the layoff shall take precedence over the terms of this Agreement.
 - (e) The above shall not apply to layoffs of less than fourteen (14) calendar days where the Employer does not have sufficient time to comply with Article 11.02 in the circumstances and the circumstances do not affect the Agency as a whole. For such layoff of less than fourteen (14) calendar days, employees may elect to use unpaid leaves of absence, banked time or vacation time instead of being laid off.

11.03 Long-term layoff and Divestment

- (a) The employer shall provide employees and the Union with notice of a long-term layoff of no less than six (6) months, provided the Employer has received sufficient notice of the circumstances leading to the layoff decision. In giving such notice, the Employer will set out the reasons causing the layoff, the anticipated duration of the layoff and will identify the employees likely to be affected. The parties will also explore the ability to offer voluntary exit or early retirement incentives to decrease the impact of the lay-off. Such notice shall be inclusive of any requirements of the *Employment Standards Act*. The Employer may choose to provide pay in lieu of notice required by the *Act*.
- (b) The most junior employee in the classification and geographic location to be reduced shall be given notice of layoff. That employee may elect:
 - i) to transfer to a vacant position, or
 - ii) to displace the most junior person in the same Branch on the same seniority list, in any classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization, or

- iii) to displace the most junior person in any Branch on the same seniority list, in any classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization, or
 - iv) to accept layoff and be placed on the recall list, or
 - v) to opt to retire.
- (c) If the Union requests to do so, the Employer shall meet with the local Union to review the effect on employees in the bargaining unit.
 - (d) Any agreement between the Union and the Employer about the method of implementation of the layoff shall take precedence over the terms of this Agreement.
 - (e) The Employer will pay the next monthly benefit premium after the effective date of the layoff.
 - (f) Temporary and then probationary employees, in that order, in the classifications affected shall be laid off prior to permanent employees.
- 11.04 Notices to the originally affected employee and the Union shall be deemed notice to any consequently affected employee and to the Union for any consequent layoff.
- 11.05 An employee who has the ability to perform the work but who does not meet the bilingual requirement of the position into which bumping would occur shall not be denied the opportunity to bump into the position provided it does not unreasonably interfere with the operational requirements of the Employer under the *French Language Services Act*.
- 11.06 Where an employee is to be terminated as a result of a divestment, downloading, sale of a business, amalgamation or restructuring, the Employer shall make reasonable efforts to seek that such employee will be provided with an offer of employment from the receiving employer. Notwithstanding the above, all entitlements, severance, separation allowance or banks will be paid out upon termination or transfer of the employee.
- 11.07 Laid off employees will be given preference for any temporary vacancies which occur and are expected to exceed fourteen (14) working days, while they remain on the recall list.
- 11.08 No reduction in the hours shall take place to prevent or reduce the impact of any short-term or long-term layoff without the consent of the Union.
- 11.09 The Employer shall provide the Union with an up to date seniority list immediately prior to any layoff.

- 11.10 A laid off employee to whom a definite date of return has been given shall return on that date or notify the Employer at least one week in advance that the employee is not returning. An employee who notifies the Employer that the employee is not returning shall be deemed to be terminated at that time.
- 11.11 Recall from long-term layoff with no definite date of return.
- (a) An employee who has been placed on a long-term layoff with no definite date of return shall be notified by registered mail.
 - (b) The notice of recall shall be sent as far in advance as possible but no later than three (3) weeks before the expected date of return.
 - (c) The employee must contact the Employer within seven (7) calendar days of the receipt of notice of return to work if the employee intends to return.
- 11.12 Employees shall be recalled to the same or similar position, in order of seniority on the same seniority list provided that the recalled employee has the skill, ability and qualifications to perform the work without training other than normal familiarization. Normal familiarization will be defined as that familiarization regularly afforded a newly-hired qualified employee. If there are no positions in the employee's original geographic location, the employee may accept recall to a position in other than their original geographic location.
- 11.13 Recall rights will not be terminated as a result of an employee refusing recall to an appropriate position at a geographic location other than that from which they were laid off.
- 11.14 An employee who accepts recall to other than their original geographic location will have the right to be offered the first available and comparable position in their original geographic location, subject to recall seniority and prior to filling the vacancy through the job posting process.

ARTICLE 12 – EMPLOYEE FILES

12.01 Performance Evaluations

A copy of any completed performance evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign the evaluation as having been read and shall have the opportunity to add the employee's views to such an evaluation prior to it being placed in the employee's file. Upon request, a copy of the evaluation will be provided to the employee. It is understood that such evaluations do not constitute discipline action by the Employer against the employee.

12.02 Personnel Files

Each employee shall have reasonable access to the employee's file for the purpose of reviewing any evaluations or formal disciplinary notations in the presence of a representative of the Employer. Upon review of the file, should the employee believe any counselling/discipline letter is no longer applicable, she or he may request that such document be removed. Such request shall not be unreasonably denied.

12.03 Removal of Discipline

Any letter of reprimand, suspension or other discipline will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter, suspension or other discipline provided that the employee's record has been discipline-free for that period. In arbitration, an employee may not claim that the employee has been discipline-free for any more than that period if such is not the case.

12.04 Excluded Documents

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

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

ARTICLE 13 – LEAVES OF ABSENCE

13.01 (a) Union Leave

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

The cumulative total leave of absence and the number of days is determined by the local parties. The total leave granted for these employees shall not exceed a total of sixty (60) cumulative working days in any fiscal year.

Such request is to be made fourteen (14) calendar days in advance, where practicable, in writing by the Union. Such leave will not be unreasonably denied. Where it is normal practice, the Employer will endeavour to replace any employee who is on leave for Union business by another employee covered by the Collective Agreement. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in

the amount of the salary of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(b) Leave for Board of Directors

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

(c) 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 13.13, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

(d) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service, upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 13.13, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario

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

13.02 Personal Leave

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

13.03 Bereavement Leave

An employee who notifies the Employer as soon as possible following a death in the employee's family will be granted a leave of absence in order to mourn and attend to arrangements for the number of days set out below without loss of the employee's regular pay from the employee's regularly scheduled hours.

- (a) Five (5) days in the event of the death of a spouse, child, stepchild, parent, sibling, step-parent. Spouse and child shall be as defined by the *Family Law Act* and shall include a spouse of any gender.

Three (3) days in the event of the death of a spouse of child, sibling of spouse, grandparent, grandchild, parent-in-law.

One (1) day in the event of the death of a first cousin of the employee, sibling of parent, child of sibling.

- (b) The employee will be entitled to save any portion of the bereavement leave where a service or interment is scheduled at a later date. Where travel is required, additional time without pay may be granted by the Employer.
- (c) For part-time and casual employees, bereavement leaves must be completed within seven consecutive calendar days of the commencement of such leave, subject to (b) above.

13.04 Family Medical Leave

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

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and both the employer and employee will continue to

pay their respective shares of the benefit and pension premiums in which the employee is participating during the leave.

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

13.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of sixty-one (61) weeks for an employee who also took pregnancy leave or sixty-three (63) weeks for an employee who did not take a pregnancy leave. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
- (e) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-

three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks (63 weeks when pregnancy leave is not taken) after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 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 her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (i) 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.
- (j) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If

a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

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

13.06 Jury Duty, Court Attendance and Tribunal Hearings

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

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

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

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

- (e) In the event that an employee is scheduled to start work on or after 1500 hours, she shall not be required to attend jury duty and then report for duty the same day.
- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, she shall not be required to attend work any shift commencing on or after 2300 hours later that day.

13.07

Educational Leave

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

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

13.08 Professional Leave

Professional Organizational Leave

Employees elected to a Provincial or National Organization of relevance to the work being done by the Employer, in the opinion of the Vice President, Human Resources, Finance and Corporate Services, may, at the discretion of the appropriate manager be granted up to ten (10) days without loss of the employee's regular straight time earnings per calendar year to attend meetings. This shall include election to a Professional Regulatory College.

13.09 Military Leave

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

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

13.10 Political Leave

The Employer recognizes the right of employees to participate in public affairs. Any employee wishing to run for public office, upon written request to the Vice President, Human Resources, Finance and Corporate Services will be granted a leave of absence without pay and without loss of seniority for a period not to exceed two (2) consecutive months.

13.11 Family Medical Leave – Paid Days

When an illness occurs in the Employee's immediate family (parents, spouse, and children) and the Employee must provide for the needs of the ill family member, the Employee shall be entitled to receive up to three (3) days of family medical leave without loss of the Employee's regular straight time earnings. There shall be no carryover of these paid days.

13.12 Secondments

The Employer shall seek the Union's agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

Employees accepting an assignment will continue to be covered by the terms and conditions of this collective agreement.

13.13 Effect of Absence

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

- (a) The Employer shall pay its share of the Group Insurance Benefits for eligible employees for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that she/he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence to a maximum period of thirty (30) months, except as modified by (a), subject to approval of the benefit carrier.
- (c) The parties agree that an employee on LTD is eligible to continue benefit coverage in accordance with Article 13.13(b).
- (d) Benefits will accrue from the date of return to employment following such leave of absence.
- (e) 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.
- (f) Notwithstanding this provision, seniority shall accrue if a member's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.
- (g) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance and Health Benefit plans for employees who are on paid leave of absence, paid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the *Employment Standards Act*. It is understood that the obligation of the employer to pay its share of the Group Insurance Benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (h) It is understood that an employee who chooses to continue Group Insurance Benefits under (a), (b) or (g) 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.

- (i) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

14.01 In its aim to provide highest quality service, the Employer recognizes the need for programs to assist in employees' professional growth. These shall include:

- (a) staff in-service program offerings:
 - i) when an employee is required by the Employer to attend any in-service program during the employee's regularly scheduled working hours, the employee shall not lose any regular straight time earnings;
 - ii) when an employee is required by the Employer to attend any in-service program outside the employee's regularly scheduled working hours, the employee shall be paid for time spent in attendance at such program at the employee's regular straight time hourly rate of pay;
- (b) external conferences, workshops and seminars:
 - i) the Employer shall provide notification of available conferences, workshops and seminars so that employees may apply to attend. Applications shall be considered on the basis of, among other things, the needs of the LHIN and budgetary constraints. The Employer shall pay registration fees for approved applications. Such leave shall, where reasonably possible, be distributed amongst the staff who indicates an interest in attending. Employees shall be reimbursed for other expenses in accordance with organization policy.
 - ii) Where an employee is directed to attend conferences, workshops and seminars as a LHIN Representative, the employee shall not lose any regular straight time earnings for attendances at such meetings during the employee's regularly scheduled hours.
 - iii) Approvals for the foregoing shall be at the discretion of the Employer.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following shall be recognized as designated holidays:

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

Where either provincial or federal governments declare an additional statutory holiday, the amount set out in Article 15.04 shall be reduced proportionately.

- (a) Where an employee is scheduled to work the weekend adjacent to a designated holiday, the employee shall also be scheduled to work on the designated holiday.
- (b) Should additional employees be required to work the designated holiday, such work will be offered to the work group normally performing the work by seniority. Where there are no volunteers for the work, the most junior employee in the work group will be scheduled.

15.02 In the event that an employee is schedule to and works on any of the above holidays, the employee shall be paid at the rate of time and one-half the regular straight time hourly rate of pay for all hours worked on the holiday. In addition, each full-time employee shall be given one day off with pay at the employee's regular straight time hourly rate of pay, and such day off shall be taken on a day that the Employer and the employee concerned agree upon.

15.03 Should a public holiday occur during an employee's vacation period, it shall be considered a public holiday and no deduction made from the Employee's vacation credits for the day.

15.04 Floating Holiday Time

In addition to the above, a full-time employee shall be entitled to a floating holiday hour bank on the following basis:

- (a) the employee shall accumulate 0.538 hours per pay period,
- (b) there shall be no payout of the floating holiday bank,
- (c) there shall be no limit to the accumulation of hours.

Bank time will be taken at a mutually agreeable time.

15.05 Clarity note: Part-time, casual and temporary employees receive holiday pay in accordance with Article 18.08.

ARTICLE 16 – VACATIONS

16.01 Full-time Vacation Entitlement

Full-time employees shall be entitled to vacation on the following basis:

- (a) At commencement of employment, a full-time employee shall accrue 5.38 hours (4 weeks) of vacation credits per pay period of active employment;
- (b) After thirteen (13) years of service, as adjusted by Article 13.13, a full-time employee shall accrue 6.73 hours (5 weeks) of vacation credits per pay period of active employment;
- (c) After twenty-one (21) years of service, as adjusted by Article 13.13 a full-time employee shall accrue 8.08 hours (6 weeks) of vacation credits per pay period of active employment;
- (d) A full-time employee's vacation credit bank shall not accumulate more than thirty-three (33) pay periods of vacation credits. After such accumulation, the employee shall be required to take vacation days to ensure the maximum is not exceeded.

Note: Employees will have until March 31, 2025 to ensure their vacation banks comply with the language change above.

- (e) A full-time employee will be entitled to borrow no more than (10) vacation days from the current year's entitlement during the course of the current year. It is understood that the vacation year commences on the employee's date of hire (or the conversion date of hire). The request shall be denied if it results in the employee achieving more than the current vacation year entitlement.

16.02 Part-time and Casual Vacation

Part-time and casual employees shall be entitled to vacation pay in each pay period on the following basis:

- (a) At commencement of employment, a part-time or a casual employee shall receive vacation pay of 8% of gross earnings in the pay period.
- (b) After 23,660 hours worked, a part-time or casual employee shall receive vacation pay of 10% of gross earnings in the pay period.
- (c) After 38,220 hours worked, a part-time or casual employee shall receive vacation pay of 12% of gross earnings in the pay period.
- (d) Part-time employees shall receive unpaid vacation time off proportionate to a full-time employee of equivalent service.

16.03

Vacation Scheduling

- (a) In order to minimize interference with the normal operations of the Employer, vacations will be granted only at such time as the Employer, in its sole discretion, may determine but subject thereto due consideration will be given to the wishes of the individual employee.
- (b) The employee will have the opportunity of utilizing all accumulated vacation credits subject to (a) above.
- (c) Vacation requests shall be submitted by the following dates for the period set out and approvals shall be given by the related date:

<u>Request in by:</u>	<u>For Period:</u>	<u>Approval by:</u>
November 1	Feb 1 – May 31	December 1
March 1	June 1 – September 30	April 1
July 1	October 1 – January 31	August 1

- (d) Where there are conflicting requests for vacation, seniority shall govern the granting of vacation. For the months of July and August, an employee may exercise their seniority for no more than two (2) weeks of vacation. Requests for single vacation days will be considered on an individual basis during this period, subject to operational needs and shall not be unreasonably denied. Notwithstanding, requests for weeks' vacation will have priority over single days' vacation, and will not override requests for weeks vacations during the summer months.

For purposes of clarity, vacation requests are not limited to two (2) weeks in any one period.

- (e) The granting of requests submitted after the dates set out in the chart shall be on a first-come, first-served basis.
- (f) A vacation request, which has been submitted by the employee and then approved by the Employer, may not be cancelled without the consent of the employee. If the employee agrees to the change in schedule at the Employer's request, the employee shall receive vacation days to be taken at a later date. This clause should not apply in circumstances beyond the employer's control, including multiple sick leaves, community emergency, etc.

- (g) Team Vacation Scheduling

- (i) For purposes of vacation scheduling, the Employer shall establish functional teams within each site. A list of such teams will be provided to the Union. The maximum number of employees approved for time off at any one time will be

provided to the functional team to assist with vacation selection.

- (ii) In order to assist the functional team in submitting requests for vacation in accordance with 16.03 (c), the Manager or designate shall provide the employees within the functional team a calendar with all names of team members by order of seniority. The calendar will indicate the maximum number of employees who may be off at one time. Such calendar shall be provided to each functional team to allow for sufficient time to sign up for vacation in accordance with 16.03 (g) iii).
- (iii) Employees are required to sign up for vacation in order of seniority within the functional team. Vacation requests will be confirmed by the Employer in the time set out in 16.03 (c). Vacation requests will not be unreasonably denied. In the case of any conflict in the development of "team vacation plans", seniority will be the determining factor.

16.04 Vacation Pay on Termination

- (a) An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.
- (b) Where a terminating employee has taken more vacation than earned, the employee shall reimburse the Employer for the unearned vacation through deduction from the employee's final pay cheque or some other arrangement where the final pay cheque is not sufficient.

16.05 Adjustments to vacation credits and accumulation rates

Employees will cease to earn vacation credits and service towards the next accumulation level according to Article 13.13, when on an approved unpaid leave of absence in excess of thirty (30) consecutive calendar days, or in excess of entitlements for Maternity, Adoption and Parental Leaves under the *Employment Standards Act*.

Note: Employees who, as of October 31, 2009 would have become entitled to a seventh week of vacation prior to October 30, 2010 shall receive that entitlement.

ARTICLE 17 – HOURS OF WORK

- 17.01 The following provision are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule.

- (a) For full-time employees, the normal hours of work determined by the Employer shall average 70 hours bi-weekly;
- (b) For part-time employees, the normal hours of work determined by the Employer shall be less than 70 hours bi-weekly;
- (c) The standard work week for a full time employee shall be consecutive hours (e.g. no split shifts) in consecutive days exclusive of unpaid meal breaks.

17.02

Scheduling Provisions – Normal Daily Tour

- (a) Full-time employees who, at April 1, 2009, were regularly scheduled for 75 hours shall be provided the option of continuing that scheduling while in the positions scheduled as such.
- (b) Work schedules, including vacation schedule, shall be posted December 1, April 1 and August 1 and shall cover a four (4) month period commencing two months after the date of posting.
- (c) No employee shall be scheduled to work on more than seven (7) consecutive tours without receiving two (2) consecutive days off. Alternate arrangements may be considered, on the consent of the parties, and as confirmed in writing. Where an employee is not scheduled for the two (2) consecutive days off, the employee shall be paid at one and one-half (1 ½) the employee's regular straight time hourly rate for all hours worked on any consecutive days that are contiguous to the seven (7) tours until two (2) consecutive days off are scheduled.
- (d) An employee shall be allowed to exchange days off or shifts with another employee within the same work group that normally does the work, subject to the approval of the immediate supervisor. Such mutual exchanges shall be in writing and shall not require the Employer to pay overtime resulting from additional unscheduled hours worked due to the exchange, or any additional compensation not otherwise payable.
- (e) The posted schedules shall not require employees to work on different shifts on the schedule without a minimum of twelve (12) hours scheduled off between tours unless agreed by mutual consent. Where an employee is not scheduled for the minimum twelve (12) hours off, the employee shall be paid at one and one-half (1 ½) time the employee's regular straight time hourly rate for the difference between twelve (12) and the actual hours off.

There shall be no pyramiding of this premium with any other premium payment.

(f) Additional provisions for part-time employees:

- i) where additional shifts arise after the schedule has been posted, part-time employees who normally perform the work shall be offered the extra shifts in order of seniority.
- ii) No changes to the posted schedule are permitted with less than twenty-four (24) hours' notice. The Employer will provide as much notice of the shift change as is possible.
- iii) Part-time employees, who have not been fully scheduled to their commitment, shall be offered the available additional work, by seniority, to bring them to their commitment prior to offering available work to any other part-time employee. Such employee shall be offered the extra shifts in order of seniority, moving through the list until the extra shift is accepted.
- iv) Where no part-time employee accepts the available additional work, it shall be offered to casual employees prior to offering the work to full-time employees as per Article 17.02 (g), below.
- v) Where no employees who normally perform the work accepts the shift, then the employer shall offer such work to any other employee in the same classification who is qualified to perform the work.
- vi) Overtime is defined as any additional hours in excess of a part-time employee's scheduled eight (8) hour tour or above or in excess of seventy (70) hours per pay period.

(g) Additional provisions for full-time employees:

- i) Should it become necessary to offer additional work to full-time employees that will result in work in excess of Article 18.01 (a), shall be offered such work in order of seniority, to those full-time employees who normally perform the work.
- ii) Where no full-time employees who normally perform the work accepts the shift, then the employer shall offer such work to any other employee in the same classification who is qualified to perform the work.
- iii) No changes to the posted schedule are permitted with less than thirty (30) days notice unless by mutual consent.
- iv) The offer of additional work shall be considered complete upon one attempt to contact the employee (either in person, email, or by telephone). If unable to be reached on the initial attempt the seniority right is exhausted.

- (h) Scheduling errors that result in a junior employee receiving hours that should have been assigned to a more senior employee shall be adjusted by the Employer by assigning work in the amount of the lost hours to the affected senior employee within a mutually agreed to time frame. It is understood that such assigned work will be over and above the senior worker's normal entitlement, and that it will not encroach on the normal entitlement of any other employee. It is further understood that such replacement work assignments shall not constitute overtime for part-time employees.
- (i) In scheduling weekend and evening work rotation, the Employer shall distribute scheduled work as equitable as possible among the work group which normally performs the work. With the approval of the manager, work groups may have the option to self-schedule weekend and evening work and such distribution will not trigger premium payment.
- (j) Recognizing the geographic breath of the organization and its evolving nature, the Employer will make its best efforts to comply with the foregoing; however, strict compliance will not always be possible unless and until it has the technology to do so. Such efforts to comply shall not be limited in an arbitrary or unreasonable manner.

17.03 Meal and Rest Periods

- (a) Employees shall be entitled to one 15-minute rest period for each 3 ½-hour period worked. Such rest period shall be taken in the approximate middle of the period worked unless otherwise approved by the supervisor.
- (b) Employees are entitled to a one (1) hour unpaid meal break during an eight (8) hour work period to be scheduled in consultation with the employee's supervisor.

17.04 Scheduling Provisions – Extended Tours/Hours

An extended tour is defined as a tour of work where the employee is scheduled to work more than eight consecutive hours and less than twelve hours exclusive of unpaid meal breaks.

Management will define the work group as those who normally perform the work.

Management will define a team as a unit within a work group.

- (a) Introduction and Discontinuance of Extended Tours
 - i) Extended tours shall be introduced into any unit when:

- (A) seventy percent (70%) of the employees in the work group so indicate by secret ballot; and
 - (B) the employer agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- ii) Extended tours may be discontinued in any work group when:
- (A) seventy (70%) of the employees in the unit so indicate by secret ballot; or
 - (B) the employer because of:
 - (1) Operational reasons
 - (2) Financial reasons
- States its intention in writing to the Union to discontinue the extended tours.
- iii) When written notice of discontinuation is given by either party in accordance with paragraph ii) above, then,
- (A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (B) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (b) i) Scheduling provisions of normal hours as identified in Article 17.02 shall apply, unless otherwise amended in Article 17.04.
- ii) Scheduling of such extended tours will be on a rotational basis and distributed equitably.
- (c) Extended tours may be scheduled for eight (8) to twelve (12) hours as required by the Employer.
- (d) Meal and rest periods shall be administered as follows:
- i) Meal and rest periods for tours of more than eight (8) to eleven (11) hours shall be as per Article 17.03.
 - ii) Meal and rest periods for work periods of more than eleven (11) hours shall be:
 - (A) two 15-minute rest periods to be scheduled in consultation with the employee's supervisor and;

- (B) two thirty (30) minutes unpaid meal breaks to be scheduled in consultation with the employees supervisor.

Scheduling Summary

Shift Length	Rest Period	Unpaid Meal Break
8-11 hours	2 periods of 15 minutes each	1 hour break
Above 11 hours	2 periods of 15 Minutes	2 breaks 30 Minutes each

There shall be no pyramiding of breaks ie: combining two 30 minute breaks to take one 1 hour break.

- (e) The maximum number of twelve (12) hour tours an employee can work in a two (2) week period will be a maximum of six (6)-twelve (12) hour tours and one regular eight (8) hour tour for a total maximum of seventy (70) hours per pay period.
- (f) No employee shall be scheduled to work on more than four (4) consecutive extended tours of 10 or more hours. Where an employee works more than the four (4) consecutive extended tours of 10 or more hours, the employee shall be paid at one and one-half (1 1/2) of the employee's regular straight time hourly rate for all hours worked on the fifth (5th) and subsequent tours until the employee is scheduled a day off.
- (g) Where employees are scheduled a combination of regular and extended tours, the employer will schedule up to a maximum of sixty (60) hours of consecutive work. Where the employee works more than sixty (60) consecutive hours, the employee shall be paid at one and one-half (1 1/2) the employee's regular straight time hourly rate for all hours worked past the sixty (60) hours until the employee is scheduled a day off.
There shall be no pyramiding of this premium with (f) above.
- (h) A request by an employee for a change in the posted shift schedule must be submitted for approval. Exchanges shall only be for shifts of the same length. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the employee willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.
- (i) The employer agrees to discuss with the involved site or work group and the Labour-Management Committee any proposed changes to the schedules.
- (j) The posted schedules shall not require employees to work on different shifts on the schedule without a minimum of twelve (12)

hours scheduled between the shifts. Where an employee is not scheduled the minimum of twelve (12) hours off, the employee shall be paid at one and a half (1.5) times the employees regular straight time hourly rate for the difference between the twelve (12) and the actual hours off.

There shall be no pyramiding of this premium with any other premium payment.

- (k) Payment for working designated statutory holidays will be in accordance with 15.02.
- (l) Payment on bereavement and family medical leave – paid days will be based on the hours scheduled to work.

17.05 Weekend Language

- (a) Work on weekends will be equally distributed amongst the employees who normally do the work over the four-month scheduling periods, as identified in Article 17.02.
- (b) An employee shall not be scheduled to work two consecutive weekends.
 - i) An employee will receive premium pay for all hours worked on a second weekend and subsequent consecutive weekend save and except where:
 - (A) such weekend has been worked by the employee to satisfy specific days off requested by the employee; or
 - (B) such employee has requested weekend work; or
 - (C) such weekend is worked as the result of an exchange of tours with another employee.

(c) Definition of a Weekend

A weekend shall be defined as a period of sixty (60) consecutive hours from the completion of the Friday shift unit the beginning of the next shift on Monday.

17.06 Christmas/New Year's Scheduling

The Employer agrees not to schedule members to work both Christmas and New Years.

The employer will schedule members to work the holiday in a fair and equitable manner amongst the work group who normally perform the work, unless members volunteer or self-schedule themselves to work the holiday.

Where there is a scheduling dispute related to this provision, seniority shall be the determining factor.

ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES

18.01 Overtime

- (a) An employee authorized by the employee's supervisor to work in excess of seventy (70) hours per two-week pay period will be at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. Upon mutual agreement by the Employer and the employee, the employee may be given the equivalent premium time off in lieu of pay.

For those employees who are regularly scheduled for seventy-five (75) hours per two (2) week pay period will receive overtime pay if they work in excess of the seventy-five (75) hours identified in Article 17.02.

Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

- (b) Overtime must be approved prior to being worked. Where it is impossible to obtain prior approval, the circumstances must be submitted to the employee's supervisor promptly for approval with an explanation as to why prior approval could not have been obtained.
- (c) No employee may accrue an overtime bank that exceeds thirty-five (35) hours, save and except those employees who work as per Article 17.02 (a) who will be able to accrue to a maximum of thirty-seven and a half (37.5) hours. An employee's bank shall be reduced by the amount of in lieu time requested immediately upon approval of the request to take lieu time.

18.02 Flex-time

An employee and the employee's supervisor may make mutually agreeable arrangements for flex work hours on an ad hoc basis within the same pay period or where necessary, by the end of the next pay period on supervisor approval, subject to the Employer's operational requirements. Neither shall unreasonably deny the request of the other.

The employer and manager shall confirm flex time arrangements via e-mail or on an exceptional basis by telephone. The employee shall document flex time arrangements in the company's electronic calendar system.

18.03 Standby

(a) Standby

- i) Effective the second pay period following ratification, where an employee is required to remain available for duty on standby outside the employee's regularly scheduled working hours, the employee shall receive standby pay in the amount of \$3.50 per hour for the period of standby scheduled by the Employer, and \$4.50 per hour for the period of standby scheduled on a statutory holiday by the Employer. Standby pay shall, however, cease where the employee is called into work and works during the period of standby.
- ii) Standby assignment shall be posted at the same time as the work schedule posted under Article 17.02(b).
- iii) Scheduled standby assignments will be distributed equally amongst employees normally performing the work.

If additional or replacement standby assignments are required, standby will be offered to employees normally performing the work in order of seniority.

If there are not enough volunteers, the employer will schedule standby assignments by reverse seniority and proceeding up the seniority list with each assignment until coverage is completed.

- i) Employees shall be permitted to exchange their standby assignments in accordance with Article 17.02(d).
- ii) Employees scheduled for standby shall be provided with an appropriate communication device as determined by the Employer.

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

18.05 Call Back

- i) Where an employee is called back from standby, such employee shall receive 1 ½ times the employee's regularly straight time hourly rate except to the extent that such period overlaps and extends into the employee's regularly scheduled shift. In such case, the employee will receive 1 ½ times the employee's regular straight

hourly rate for actual hours worked up to the commencement of the employee's regular shift.

- ii) An employee who is called at home while on standby for an issue that can resolved over the telephone shall be paid at the rate of 1 ½ times the employee's regular straight time hourly rate for all time spent dealing with the call with a minimum payment of fifteen (15) minutes.
- iii) At the employee's option, the employee may accumulate such time worked above into the bank provided under Article 18.01 c).

18.06 Shift and Weekend Premium

(a) Shift Premium

An employee shall be paid a shift premium of \$2.30 per hour for each hour worked which falls between 17:00 and 08:00 hours.

Shift premium will not form part of the employee's straight time hourly rate.

(b) Weekend Premium

An employee shall be paid a weekend premium of \$2.55 per hour for each hour worked between 20:00 hours Friday and 08:00 hours Monday.

18.07 No pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied.

18.08 Part-time Percentage In Lieu

In addition to a part-time, casual or temporary employee's regular straight time hourly rate, such employees shall be paid a percentage in lieu of all fringe benefits, except vacation, of 12%, payable on all straight time hours worked. More specifically, designated holiday pay and pension is included in the percentage in lieu. As set out in Article 19.02, a part-time nurse may, on a voluntary basis, enroll in the Hospital's Pension Plan when eligible in accordance with its terms and conditions and the percentage in lieu of fringe benefits will be 9%.

ARTICLE 19 – PENSION AND BENEFITS

19.01 The Employer's sole obligation for health and welfare benefits shall be to pay 100 percent of the billed premium costs for all participating eligible permanent full-time employees in the active employ of the Employer under the insurance plans set out below, subject to Article 13.13 and to their respective terms and conditions of the insurance plans, including any enrolment requirements:

(a) Life Insurance

- i) Basic Life Insurance of 2x annual salary with 50% reduction at age 65 for those continuing to work and termination at age 70 or retirement;
- ii) Accidental Death and Dismemberment of 2x annual salary with 50% reduction at age 65 for those continuing to work and termination at age 70 or retirement;

(b) Extended Health Care:

- i) Drugs: no deductible, dispensing fee cap \$7.50;
- ii) Semi-private Hospital coverage;
- iii) Hearing Aids: \$500.00 every three (3) years;
- iv) Vision Care: one exam every twenty-four (24) months; \$450.00 every two (2) years; can be used for laser surgery or diagnostics not otherwise covered;

Effective the start of the first month after ratification, \$500.00 every two (2) years;

- v) Paramedical: \$500.00 per year per claimant per discipline (Physiotherapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Chiropodist, Podiatrist, Naturopath, Dietician). Effective the start of the first month after ratification (January 1, 2024), coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a combined total of \$1,200.00 per year;
- vi) Nursing Care: \$10,000.00 per year per person;
- vii) Orthotics: two (2) pairs per calendar year, maximum \$225.00 per pair;
- viii) Deluxe travel: up to sixty (60) consecutive days, \$1,000,000.00 per trip.

(c) Dental care, no deductible, ODA fee schedule: current less one year:

- i) Basic Services: 100% up to \$2,000.00 per year per person;
- ii) Major Services: 50% up to \$2,500.00 per year (includes crowns, bridges, denture services, implants).
- iii) Complete oral exam: every three (3) years;
- iv) Recall: every six (6) months.

19.02 The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP plan). 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 Retirement Benefits

Employees who commenced employment prior to October 31, 2009 and who would have been eligible to receive retiree benefits under predecessor plans shall continue to be so eligible in accordance with the terms of such eligibility as of October 30, 2009. [Sault Ste. Marie, Kirkland Lake, Sudbury].

19.05 Employee Responsibility

It is the responsibility of the employee to notify the Employer of any changes of status (e.g. family to single coverage, etc.). If an employee fails to notify the Employer of a change in marital status, the Employer will not be held responsible for any lack of coverage in this regard.

19.06 There shall be no waiting period for benefits when an employee transfers from part-time to full-time.

ARTICLE 20 – SICK LEAVE AND LTD

20.01 Short-term Sick Leave

Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to an employee's legitimate illness which prevents the employee from working. Sick leave is a privilege and shall not be used for any other purposes.

- (a) There shall be a Sick Leave Credit Bank for each permanent full-time employee in the active employ of the Employer who has completed the probationary period.

- (b) Each eligible employee shall accumulate sick leave credits of 4.85 hours per pay period of active employment to a maximum of 1260 hours.
- (c) Where a full-time employee is absent from work due to legitimate illness, the employee shall not lose the employee's regular straight time earnings from the employee's regularly scheduled hours but shall draw from the employee's Sick Leave Credit Bank to the extent of the employee's credits.
- (d) Certification of absence and Return to Work
 - i) The Employer may require from employees a doctor's opinion on the employer's form to cover any absence due to illness, where the frequency, circumstances, and pattern of the absences so warrant. Where practicable, notification of the requirement to provide certification will be given in advance of the employee's return.
 - ii) All employees returning to work after any absence due to illness or injury, may be requested to present proof of fitness to return to work in the form of medical documentation (e.g. functional medical assessment) from a duly qualified medical doctor.
 - iii) Where there is documented medical opinion on accommodation or restrictions, a return to work meeting will be convened prior to an employee's return and as soon as possible after the Employer receives notification of an employee's expected return to work date. Such meeting shall be with representatives of the Union and the employee in order for the Parties and the employee to exercise their rights and fulfil their obligations under return to work/accommodation legislation to facilitate the employee's return to work.
 - iv) Should the Employer require additional information or clarification of the accommodations or restrictions, the request will be made forthwith in writing to the employee. A job description and physical or cognitive demands analysis may form part of the request.
 - v) The cost of any medical certification or opinion required by the Employer will be paid by the Employer.
- (e) An employee, who will be absent due to illness or injury, shall be required to notify the manager or designate, preferably eight (8) hours prior to the commencement of the shift, but in any event no later than one hour prior to the normal commencement of the shift.

Notification will be considered delivered if the employee follows reasonable protocol established by the Employer.

20.02 Injury

- (a) Employees who are injured during working hours in the course of their employment shall be entitled to receive full wages and benefits for the balance of their shift, without deduction being made from the Sick Leave Credit Bank.
- (b) Employees who are injured during working hours in the course of their employment, and who require care by a physician, shall receive transportation to the nearest physician or Hospital at the expense of the Employer.

20.03 The Employer will provide an LTD Plan, subject to Article 13.13, 70 % employee paid premium, providing: benefits of 66.67%; 180-day elimination period; two-year own occupation; termination at age 65 or termination of employment; 6/12/24 pre-existing conditions.

20.04 Vacations – Interruption

- (a) Where an employee's scheduled vacation is interrupted as a result of being hospitalized, the period of such hospitalization shall be considered sick leave.
- (b) Interruptions due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (c) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.03.
- (d) Employees are required to notify the Employer of the request to convert vacation time to sick time or bereavement leave within a reasonable period of time. Employees shall be required to provide verification.

20.05 An employee who is absent from work as a result of a compensable illness and injury under the *Workplace Health and Safety Insurance Act* and who is awaiting receipt of WSIB benefits can request payment pursuant to the sick leave plan and such payments will be reimbursed to the Employer once the Employee is in receipt of WSIB benefits. An Employee will execute any and all documentation necessary to give effect to this provision and ensure repayment to the Employer.

20.06 Appointments

- (a) Every effort shall be made by employees to schedule personal medical or dental appointments outside of their scheduled work hours. Where it is not possible to do so, an employee may attend to such appointments during working hours, provided that permission is received from the employee's supervisor.
- (b) Each permanent full-time employee will be provided with seven (7) hours without loss of pay per fiscal year, which may be used for medical, dental or other health professional appointments.
- (c) This appointment allotment is not cumulative from year to year.
- (d) Upon exhaustion of this allotment, all subsequent medical, dental or other health professional appointments shall be without pay or the employee will be allowed to use any accumulated credits, other than sick leave credits, to maintain their pay.

ARTICLE 21 – JOB SHARING

21.01 Job Sharing

- (a) Job sharing requests shall be considered at the Employer's sole discretion, on an individual basis and shall be initiated through a written application by a full-time employee who wishes to share his/her position.
- (b) Applications shall be in writing to the appropriate Manager.
- (c) If both applicants to a job share arrangement are full-time, the job share position need not be posted. The resulting full-time position shall be posted in accordance with the Collective Agreement.
- (d) If a job share partner is not identified at the time the job share application is made, the other portion of the job share position shall be posted and filled in accordance with the Collective Agreement.
- (e) Where there is no successful applicant to a vacant portion of a job share position, the position shall remain full-time.
- (f) Each job sharer shall be treated as a regular part-time employee for all purposes under the Collective Agreement except as otherwise expressly provided:
 - i) Each job sharer shall work approximately one-half of the total number of hours of the full-time position, or such other amount as may be agreed between the job sharers and the Employer, with the actual schedule of work to be determined by the

employees involved, subject to approval by the appropriate Manager.

- ii) Both job sharers shall ensure that each is fully informed in respect of each other's work. They and the Employer shall ensure that organization communications that are not generally distributed but restricted to the specific position are sent to each job sharer.
 - iii) As a general rule, job sharers must be prepared to cover each other's incidental illnesses. However, where one job sharer cannot, due to circumstances beyond that employee's control, cover the other's shift, that employee must notify their immediate supervisor or manager, and the Employer will attempt to provide the necessary coverage.
 - iv) In the event of one job sharer taking a leave of absence, the other job sharer must be prepared to cover the absent partner's shifts up to three (3) months. Job sharers are not required to cover for their partner in the case of prolonged or extended absences extending beyond three (3) months. However, where the covering employee can demonstrate special circumstances which prevent that employee from covering the leave of absence, the Employer will attempt to provide the necessary coverage.
 - v) A job sharer's hours of work resulting from vacation will be the responsibility of the job sharing partner for no less than the coverage standard of the program/department.
- (g) The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis. The employees involved retain the right to return to their previous permanent full-time position for up to three (3) months from the commencement of the arrangement.
- (h) Discontinuation of Job Sharing Arrangement
- i) Notice

Either Party may discontinue the job sharing arrangement with sixty (60) days' notice. Neither Party may give notice which results in the termination of the arrangement prior to three (3) months from its start. Upon receipt of such notice a meeting will be held between the Parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a Regular Full-Time position and

those excess costs are not outweighed by the benefits of job sharing to the Employer.

- ii) Upon the termination of the job sharing arrangement, the position will revert back to a full-time position. Either job sharer can apply for the full-time position or revert to part-time.
- iii) If one of the job sharers leaves the arrangement, and the Employer and the remaining job sharer wish to continue the job sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the job posting provisions of the Collective Agreement. Should there be no successful applicant for the vacant portion of the arrangement, the position will be posted as a full-time position and the remaining sharer may apply or revert to part-time.

ARTICLE 22 – MISCELLANEOUS

22.01 The Employer shall print sufficient copies of the agreement as soon as practicable after signing. The cost of printing the collective agreement will be shared equally by the Employer and the local Union.

22.02 Proof of Employment – Financial Disclosure

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

Proof of Employment – Recent Related Experience Disclosure

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

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

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

22.04 If a Regulated Health Professional or Registered Social Worker is advised or notified that he/she is not a member in good standing with her College

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

22.05 It shall be the duty of the employee to notify the employer in writing promptly of any change in address.

22.06 Gender References

The parties to this Collective Agreement agree that the Collective Agreement will be written in gender neutral language. Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.

22.07 Employees shall be paid every two (2) weeks and shall receive an electronic copy of an itemized statement of deductions, premiums and changes of increment. Employees leaving the employ of the LHIN shall be paid all outstanding amounts in accordance with provincial law.

22.08 Where an employee's pay cheque has been determined to be incorrect, once the Employer has been notified, the Employer will pay the employee the difference on the next pay cheque.

22.09 Within two (2) weeks following an employee's termination of employment, the Employer upon request will provide the employee with a letter detailing the employee's years of experience. In the case of part-time employees, such experience shall be expressed as hours worked.

22.10 Technological Changes

(a) The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employees within the Bargaining Unit.

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

- (c) Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of the Collective Agreement.
- (d) Where new technology is 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.

22.11

Expenses

- (a) Effective October 1, 2011, each employee who is required to operate the employee's personal automobile will be paid a kilometrage allowance of \$0.50 per kilometer.
- (b) If an employee is required by the Employer to attend an employment related seminar or conference and the cost of meals is not included, or the employee is more than 50 kilometres from their office or home base at meal times, the Employee is entitled to claim the following expenses provided they provide the Employer with a valid receipt:
 - Breakfast - \$10 maximum
 - Lunch - \$12.50 maximum
 - Supper - \$22.50 maximum
- (c) Where an employee is required to stay overnight as a result of work-related assignment, the Employer agrees to pay hotel accommodations reasonable for the location.
- (d) Employees will claim kilometrage from their home or their office to their first appointment of the day and from the last appointment of the day, whichever is the most economical, where the employee does not need, and is not required to attend at the office.
- (e) All expenses and submission procedures are subject to the Reimbursement of Expenses Policy and Procedure.

22.12

Electronic Forms

- (a) The parties agree to use the electronic versions of the ONA Grievance Form and the ONA Professional Responsibility Workload Report Form (PRWRF) as identified in the Appendices.
- (b) The parties agree that the hard copies of these forms will remain valid as per the Collective Agreement.
- (c) The forms may be sent, via email, to the applicable manager or designate.

- (d) The electronic signatures of the Union Executive representative or the Labour Relations Officer will be accepted as the original signature.

ARTICLE 23 – SALARIES AND CLASSIFICATION

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

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

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

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

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

24.02 The following principles shall govern the resolution of issues:

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

24.03 The following process shall be followed:

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

ARTICLE 25 – DURATION AND RETROACTIVITY

25.01 This Agreement shall continue in effect until March 31, 2025, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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.

SCHEDULE "A"
SALARY SCHEDULE

PLACEMENT ADMISSIONS COORDINATOR, CARE CONNECTOR	
	April 1, 2024
Step 1	\$30.50
Step 2	\$31.60
Step 3	\$32.78
Step 4	\$34.01

TELEHOMECARE RPN	
	April 1, 2024
Step 1	\$31.71
Step 2	\$33.01
Step 3	\$34.31
Step 4	\$35.72
Step 5	\$37.15

MENTAL HEALTH AND ADDICTIONS RPN	
	April 1, 2024
Step 1	\$36.05
Step 2	\$37.36
Step 3	\$38.67
Step 4	\$40.06
Step 5	\$41.48

ACCESS COORDINATOR RPN	
	April 1, 2024
Step 1	\$36.20
Step 2	\$37.52
Step 3	\$38.84
Step 4	\$40.23
Step 5	\$41.65

COMMUNITY INDEPENDENCE CARE COORDINATOR RPN, RPN – COMMUNITY TRANSITION	
	April 1, 2024
Step 1	\$39.60
Step 2	\$40.88
Step 3	\$42.20
Step 4	\$43.60
Step 5	\$45.03

CARE COORDINATOR, REGISTERED NURSE, MENTAL HEALTH AND ADDICTIONS RN, RAPID RESPONSE RN, NURSE SPECIALIZED IN WOUND, OSTOMY AND CONTINENCE, CLIENT SERVICE EDUCATOR, TELEHOMECARE RN, RN – COMMUNITY TRANSITION	
	April 1, 2024
Step 1	\$41.29
Step 2	\$42.59
Step 3	\$43.87
Step 4	\$45.25
Step 5	\$46.66
Step 6	\$48.11
Step 7	\$49.58
Step 8	\$51.13

NURSE PRACTITIONER, NURSE PRACTITIONER-PALLIATIVE CARE	
	April 1, 2024
Step 1	\$67.15
Step 2	\$69.65
Step 3	\$71.78
Step 4	\$74.07
Step 5	\$76.40

SCHEDULE "B"

ONA Members Eligible for Retiree Benefits
Pursuant to Article 19.04

See hardcopy and copy posted to Employer portal versions.

APPENDIX 1 O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
ONA LOCAL SECTION LOCALE DE L'AIIO 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'AIIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
PREMIÈRE ÉTAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP TWO	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
DEUXIÈME ÉTAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP THREE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
TROISIÈME ÉTAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
ON-09 REV. 01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

**APPENDIX 2
PROFESSIONAL RESPONSIBILITY REPORT FORM**

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

SECTION 1: GENERAL INFORMATION

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

SECTION 2: DETAILS OF OCCURRENCE

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

Check one: Is this an isolated incident? An ongoing problem?
 Applicable Regulatory College: _____
 Applicable Standards of Practice/Policies/Procedures: _____

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

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

SECTION 4: REMEDY/SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/site/program?
 Yes No Date [Click here to enter a date.](#)
Provide details:
 Was it resolved?
 Yes Proceed to Section 8 No Proceed to (B) Date [Click here to enter a date.](#)

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

SECTION 4: REMEDY/SOLUTION

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Click here to enter a date.
<u>Provide details – (include names)</u>		
Was isolated incident resolved?		
<input type="checkbox"/> Yes Proceed to Section 8	<input type="checkbox"/> No	Date Click here to enter a date.
If an ongoing problem, was the entire issue resolved?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Click here to enter a date.
Were measures implemented to prevent re-occurrence?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Click here to enter a date.
<u>Provide details:</u>		

SECTION 5: INITIAL RECOMMENDATIONS

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

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

SECTION 6: EMPLOYEE SIGNATURES

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

Signature:	Phone No:
Signature:	Phone No:
Signature:	Phone No:
Signature:	Phone No:
Date Submitted: Click here to enter a date.	Time:

SECTION 7: MANAGEMENT COMMENTS

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

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

SECTION 8: RESOLUTION/OUTCOME

Please provide details of resolution:
Attach on Letter of Understanding (LOU) resolution:
Date: [Click here to enter a date.](#)
Signatures:

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

GUIDELINES AND TIPS ON ITS USE

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

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

STEPS IN PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

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

LETTER OF UNDERSTANDING
Re: Legacied Benefits

The employees listed below shall continue to be entitled to full time health and welfare benefits, prorated full time vacation and prorated sick time while they continue in their current position regardless of their actual employment category within the bargaining unit.

North East Local Health Integration Network
ONA Members Part-Time Eligible for Health and
Welfare Benefits
Pursuant to Terms of Employment in Existence Prior to Date of
Ratification

Previously Near North Non Union
Group Life, Extended Health, Dental 100% paid
by ER

***See hardcopy and copy
posted to Employer portal
versions***

Letter of Understanding
Re: Scheduling Provision – Self Scheduling

The parties agree to enter into a self-scheduling arrangement within a work group based on the following guidelines and conditions:

1. The employer will not be required to pay overtime rates for any hours worked by an employee in excess of the normal hours where such excess hours are made necessary only to accommodate the transition to or from the self-scheduling arrangement. No penalty or premium payments resulting from the transition to or from the self-scheduling arrangement will be paid.
2. Any and all conditions and terms of the collective agreement, appendices and letter of understanding between the employer and the union shall remain in full force and effect except as amended by this letter of understanding.
3. Introduction and Discontinuance of Self-Scheduling
 - i) Self-Scheduling shall be introduced into any work group when:
 - (A) seventy percent (70%) of the employees in the work group so indicated by secret ballot; and
 - (B) the employer agrees; such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - ii) Self-Scheduling may be discontinued in any work group when:

- (A) seventy percent (70%) of the employees in the work group so indicate by secret ballot; or
 - (B) the employer has operational or financial reasons and the Employer notifies the Union and work group in writing at least three (3) months prior to the start of the work schedule in Article 17.02 or 17.04.
- iii) When written notice of discontinuation is given by either party in accordance with (ii) above, then, the parties shall meet within two (2) weeks of the giving of notice to renew the request for discontinuation.

Procedure

1. The work group for self-scheduling shall be defined and agreed upon by the supervisor.
2. The supervisor of the work group will provide the anticipated staffing requirements for the scheduling period.
3. Any date in which a member is not available to work due to vacation or other approved leave of absence is to be indicated on the schedule.
4. A member shall not schedule themselves to work more than the maximum identified in Article 17.04 f) and g), in order not to trigger premium pay.
5. Weekend scheduling will be in accordance with Article 17.05, in order not to trigger premium pay.
6. Where there are conflicting requests for work and time off, seniority shall govern the granting of work and time off.
7. Schedules are to be completed and proposed to the supervisor a minimum of three months prior to effective date.
8. The supervisor will discuss revisions with the group and/or approve the schedule so that the confirmed schedule is posted and approved to commence two months after the date of posting as per Article 17.02 or 17.04.
9. Employees who will be absent during the period of their work group selection may leave their preferences for time off and shifts with the facilitator who will do their best to accommodate the request. Alternatively, an employee may leave their preferences with a fellow staff member to enter into the schedule. The facilitator shall be notified of the appointed designate.
10. A facilitator will be chosen amongst the work group to assist the group in the self-scheduling process.
11. Reasonable time shall be provided for the employees to arrange their schedule and such time shall be pre-approved by the supervisor.

Role of Facilitator

1. Arranges the date, time, and location for the scheduling meeting.
2. Prepares sheets (or receives prepared sheets from support staff) for staff to complete self-scheduling.
3. Ensure all shifts are adequately covered as per the supervisor guidelines.
4. Informs the supervisor if individual staff members are not following the guidelines.
5. Ensure that staff members are negotiation their own time changes.
6. Monitors the number of shifts each staff member works according to the guidelines.
7. Ensure that each employee is working the correct number of shifts.
8. Ensure that weekends and evenings are covered fairly and equitably.
9. Review the schedule once completed.
10. Forwards the final schedule to the supervisor.

Once the schedules have been approved by the Supervisor based on the above, any changes to the schedule (including filling available shifts) is the responsibility of the Employer in accordance with the collective agreement.

Letter of Understanding **Re: Payout of Sudbury Sick Credit Bank on Termination**

Employees in Sudbury who commenced employment prior to October 31, 2009 and would have been entitled to a payout of their sick credit bank upon termination of employment as per the predecessor Collective Agreement, as set out below, shall continue to be entitled to such payout subject to the following terms:

“Where an employee having more than five years’ continuous service with the LHIN ceases to be employed by the LHIN, there shall be paid to the employee an amount equal to the employee’s current daily salary for one-half the number of days in the sick credit bank up to six months’ earnings. In the event that the employee is legally liable to the LHIN for any sum, this sum may be deducted from the amount owing.”

Letter of Understanding **Re: Nurse Practitioner Flexible Hours of Work**

The Nurse Practitioner shall be permitted to work flexible hours to meet the demands of their patients subject to meeting the following guidelines:

- a) They must work the hours in their employment contract;
 - b) The maximum hours worked in one day will be in accordance with Article 17.04 of the Collective Agreement;
 - c) The Nurse Practitioners may arrange their flexible schedule themselves outside of the scheduling guidelines of the Collective Agreement with the prior approval of their manager or designate where they are not requesting overtime hours;
 - d) If approved or required to work overtime, the overtime provisions in Article 18.00 shall apply, and;
 - e) It is understood that nothing in this Letter of Understanding entitles the Nurse Practitioners to be paid for hours that are not pre-approved as per the Collective Agreement.
-

Letter of Understanding
Re: Organizational and Legislative Changes

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

Dated this "11th" of "June", 2024.

FOR THE EMPLOYER:

"M. Serre"

"C.Cacciotti"

FOR THE UNION:

"R. Sawyer"

"J. Hunt"
