

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK  
CARRYING ON BUSINESS AS HOME AND COMMUNITY CARE SUPPORT  
SERVICES NORTH SIMCOE MUSKOKA**  
(Hereinafter referred to as “the LHIN”)

**A N D:**

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

Expiry: March 31, 2024

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## **ARTICLE 1 – PURPOSE**

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

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

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

## **ARTICLE 2 – SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the North Simcoe Muskoka Local Health Integration Network employed as Registered Nurses, Care Coordinators, Placement Coordinators, Waitlist Coordinators, Registered Practical Nurses (including RPN – Care Connectors), Nurse Practitioners and Temporary Class Employees, employed by the NSM LHIN in any of the foregoing positions, save and except supervisors and persons above the rank of supervisor.

2.02 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Union.

### **2.03 Contracting Out**

The Employer shall not contract out work of the bargaining unit if, as a result of such contracting out, any bargaining unit employee other than a casual part-time employee is laid off, displaced or loses hours of work or pay.

### **2.04 Full-Time**

A regular full-time employee is someone who has a regular schedule providing seventy (70) hours of work bi-weekly.

### **2.05 Regular Part-Time**

A regular part-time employee is someone who has a regular schedule of work providing less than seventy (70) hours bi-weekly.

### **2.06 Temporary Full-Time and Temporary Part-Time Employee**

A temporary full-time or temporary part-time employee is one who is engaged to perform a fixed term or task on a full-time or part-time basis.

Such fixed terms or tasks will be greater than three (3) months in length and will not normally exceed a twelve (12) month period, unless the parties agree otherwise in writing. These positions will be posted.

If the temporary employee is engaged for the purpose of backfilling a pregnancy/parental leave only, the length of such term may be up to a period of twenty (20) months.

If the temporary employee is engaged in a transfer out of the bargaining unit for the purpose of back filling a pregnancy/parental leave only, the length of such term may be up to a period of twenty (20) months.

Such an employee is to be treated as a regular full-time or regular part-time employee for all purposes except insurance benefits for which the employee shall be treated as regular part-time. Notwithstanding the above, where the position is filled by an existing employee, the incumbent retains their previous "status" while filling the temporary position.

#### 2.07 Casual Part-Time

One who does not have any guaranteed hours of work, who may be called to work as and where required, and has no regular scheduled hours on an ongoing basis but will appear on the posted schedule whenever possible.

The Employer shall not use Casual Employees for the purpose of restricting the number of Regular Full-time or Regular Part-time positions.

Casual employees will be treated as regular part-time for all other purposes under the Collective Agreement except that they will have no bumping rights and except as modified elsewhere in the Collective Agreement.

It is understood that a Casual Employee that does not submit availability for a period of six (6) months shall be deemed to have resigned.

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

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union recognizes that the operation and management of the North Simcoe Muskoka Local Health Integration Network and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Ensure that the best possible patient care is provided by the Employer and its employees and that any conduct of its employees which does not promote that goal is stopped or corrected forthwith;
- (b) Maintain order, discipline and efficiency;
- (c) Hire, direct, schedule, classify, transfer, promote, demote, discharge, layoff and suspend or otherwise discipline employees, provided that a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
- (d) Establish and enforce reasonable rules and regulations to be observed by employees, provided that such are not inconsistent with the express provisions of this Agreement; and
- (e) Generally to manage and operate the North Simcoe Muskoka Local Health Integration Network in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation, location and number of employees required from time to time, the standards of performance for all employees and all other matters concerning its operations, functions and obligations.

3.02 The Employer will exercise its rights and administer the collective agreement in a fair and reasonable manner.

#### **ARTICLE 4 – RELATIONSHIP**

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

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

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

4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, place of origin, citizenship, ancestry, sex, sexual orientation, gender

identity, gender expression, marital status, family status, age, ethnic origin, gender identity, gender expression, disability or any other factors not pertinent to employment.

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

- 4.03 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code*, Sec. 10 (1).
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2).
  - (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by their Employer or agent of the Employer or by another employee," ref: *Ontario Human Rights Code*, Sec. 7 (2).
  - (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
  - (d) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the Employee during their orientation period.
  - (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
  - (f) Where an Employee believes that they have been harassed contrary to this provision, they may file a grievance under Article 8 of this Agreement, prior to filing a complaint with the Ontario Human Rights Tribunal.
  - (g) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

## **ARTICLE 5 – NO STRIKE, NO LOCKOUT**

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

## **ARTICLE 6 – REPRESENTATION AND COMMITTEES**

### 6.01 Union Representatives

The Employer agrees to recognize up to 12 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.

Where an employee is required by the Employer to attend meetings outside of regularly scheduled hours, they will be paid for all time spent in attendance at such meetings at their straight time hourly rate.

When committee members must travel between sites in the performance of their committee roles the Employer shall include the travel time at straight time as part of the meetings. Committee members will be reimbursed for kilometrage at the current rate. Such trips must be pre-approved by management.

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

The 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.

### 6.02 Local Negotiating Committee

(a) A negotiating committee of four (4) employee representatives appointed by the union including the bargaining unit president.

(b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the Employer is not responsible for accommodation, parking,

transportation and food costs associated with the employee's participation in bargaining. Kilometrage allowance provisions will remain status quo at all LHINs

### 6.03 Central Negotiating Committee

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

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

### 6.04 Union /Management Committee

There shall be a union/management committee comprised of three (3) employee representatives appointed by the Union and an equal number of Employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee.

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

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

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



6.05 Grievance Committee

- (a) The Employer will recognize a Grievance Committee(s) of up to four (4) Union employees, one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- (b) 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.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during their regular hours at grievance meetings.

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 (3<sup>rd</sup>) 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 limit to providing reasonable accessible personal protective equipment (PPE) that reduces risk and protects employees.
- (k) Employees will be fit tested on hire and then every two (2) years or at any other time as required by the Employer, the government of Ontario or any other public health authority.

- (l) The Employer will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
- (m) The Employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (n) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.07 Workplace Violence

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

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

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

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

- (b) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (c) The parties agree that, if incidents involving an employee and an aggressive patient or patient family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.

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

## **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 thirty (30) days (effective date); and, newly-hired employees with date of hire. Annually addresses will be provided for all current employees. A copy of this information will be sent to the Bargaining Unit President excluding Social Insurance Numbers.

### **7.02 T-4 Slips**

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

### **7.03 Indemnification**

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

### **7.04 New Employees**

The Employer agrees to allow a representative of the Union as designated by the Bargaining Unit President, during their regular working hours to meet for a period of up to thirty (30) minutes, with newly hired employees during

the general orientation period, which shall take place within the first month of their employment.

On or before the commencement of their employment, the Employer will direct each new employee where to find an electronic copy of this collective agreement. Where an employee requests a hard copy of the collective agreement, one will be provided. 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 A newly hired employee shall be given a letter of acceptance and a copy of the letter of acceptance containing information pertaining to classification, the office to which the employee is assigned, social insurance number, home address, the need to provide a vehicle for employment, date of employment, salary rate and benefits if applicable shall be given to the Union. Past experience and salary rate will be sent to the Union upon receiving written consent from the new employee employed. If the employee's employment should terminate for any reason the Union will be given the date the employee's employment terminated.

## **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 (a) Seniority for all employees unless adjusted in accordance with the collective agreement, will accrue on the basis of hours paid.

Service, unless adjusted in accordance with the collective agreement, will be based on last date of hire for all full-time employees and will accrue on the basis of hours paid for part time employees.

- (b) One year of full-time service and seniority shall be equivalent to fourteen hundred (1400) paid hours of part-time service and seniority.
- (c) Casual employees will accrue seniority and service on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the Collective Agreement except that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.
- (d) Seniority shall be a factor used in determining lay-off and recall rights, job posting, and vacation preference.
- (e) Service is used to determine pay level (i.e. salary progression), sick leave credits, and vacation pay.

9.02 Seniority Conversion

It is understood that when a part-time employee's seniority and service is converted to full-time the conversion date shall not predate the employee's most recent date of hire, unless such predating had occurred prior to June 1, 2001 through an earlier conversion.

9.03 Probationary Period/Probationary Employee



A full-time employee shall be considered as a probationary employee for a period of eight hundred and twenty-five (825) hours from their date of hire. All other employees shall have a probationary period of eight hundred and twenty-five (825) hours or eight (8) months whichever is lesser. If retained after the probationary period, the employee shall be credited with seniority as defined in 9.01 (a). During such period they shall be subject to ongoing assessment which shall be reviewed regularly with the employee and may be released at any time following the second assessment without recourse to the grievance and arbitration procedure except where such access is required by statute.

9.04 Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expiration of the initial probationary period. The Employer will advise the employee and the Union in writing of the basis of such extension with recommendations of the employee's professional development.

9.05 A seniority list of employees showing each employee's name, classification, status, seniority hours and date of hire shall be sent to the Union by January 15<sup>th</sup> and June 15<sup>th</sup> of each year. The list shall reflect the seniority accrued as of the last pay period of November and the last pay period of April of each year. The list shall be settled by the Employer and the Union sixty (60) days after posting.

The Employer shall provide the Union with an up to date seniority list immediately prior to any layoff.

Seniority on such lists will be expressed in terms of seniority hours as defined in 9.01. The seniority list will be divided into full-time, regular part-time and casual status.

9.06 Effect of Absence

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

(a) The Employer shall pay its share of Group Insurance benefits for eligible employees the calendar month in which the leave commences and in the month immediately following.

(b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that they pay the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days to a maximum of eighteen (18) months except as modified by (a), subject to approval of the benefit carrier.

(c) Benefits will accrue from the date of return to employment following such leave of absence.

- (d) The employee's anniversary for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the application of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance Benefit plans for employees who are on paid leave of absence or Workplace Safety & Insurance Board (WSIB) benefits 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 health and welfare benefits while an employee is on WSIB benefits shall continue only so long as the employment relationship continues, or twenty-four months, whichever occurs first unless prohibited by legislation.

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

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) For purposes of clarity, employees in receipt of short-term disability payments are on a leave with pay and are therefore not subject to the "effect of absence" clause.

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

9.07

Seniority shall be lost and employment terminated:

- (a) When they resign or retire.
- (b) When they are discharged and are not reinstated through the grievance procedure;
- (c) When they are on layoff for a period of twenty-four (24) continuous months;
- (d) When they are absent from active employment for a period in excess of twenty-four (24) continuous months for reasons other than layoff,

unless expressly provided for otherwise elsewhere in this Agreement;

- (e) When an employee is absent from scheduled work without notifying the Employer and without providing a reasonable explanation for a period in excess of three (3) consecutive scheduled working days;
- (f) When an employee uses a leave primarily for a purpose other than that for which it was granted;
- (g) When an employee fails to return to work in accordance with Article 11 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address.

#### 9.08

#### Transfer Outside the Bargaining Unit

- (a) An employee, who is transferred to a position outside of the bargaining unit for a period of not more than thirteen (13) months shall, subject to (c) below, retain, but not accumulate their seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from date of their return to the bargaining unit.

If an employee is transferred to a position outside of the bargaining unit for the purpose of back filling a pregnancy/parental leave only, the length of such term may be up to a period of twenty (20) months.

An employee must remain in the bargaining unit for a period of at least three (3) months, unless agreed otherwise by the parties, before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of twenty (20) months, they 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 their return to the bargaining unit.
- (c) It is understood and agreed that the periods of time referred to above may be extended by written agreement of the parties which would include a defined period of time.
- (d) The Employer will notify the Bargaining Unit President in writing of any bargaining unit member who accepts a temporary transfer out of the bargaining unit. Such notification will include the defined period of time.

## **ARTICLE 10 – JOB POSTING**

### 10.01 Job Posting

- (a) The Employer agrees to post notice of all permanent vacancies or new positions established within the Bargaining Unit for a period of seven (7) calendar days in advance of the appointment; such posting will be provided electronically.

Employees wishing to be considered for such positions, or vacancies, shall make written application within the seven (7) day posting period. Where a position is posted, the posting shall include the following information: Full-Time or Part-Time Status; Position Title; Geographic Area (Muskoka/Orillia, Midland/Collingwood, Barrie), Office Location; Initial Hours of Work; Initial Assignment, and the name/title of the person to whom application is to be made. The name of the successful applicant will be posted. Subsequent vacancies created by filling of a posted vacancy are to be posted for seven (7) calendar days.

- (b) An employee may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating their name, position, qualifications, experience, present geographic area of assignment and requested position and/or geographic area of assignment. A Request for Transfer of Assignment shall become active as of the date it is received by the Employer and shall remain so until December 31st following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

At the request of the employee, the Employer will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

10.02 An employee will not be transferred permanently to another position or geographic area except by mutual consent. In order to address operational demands, the Employer may temporarily reassign an employee to a different geographic area for a period not to exceed three (3) months, unless extended by mutual agreement. This clause will not be applied in an arbitrary or unreasonable manner.

10.03 The Employer shall have the right to fill the vacancy or new position on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned.

Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence may be filled at the discretion of the Employer.

In filling such vacancies, consideration shall be given to employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question and who have indicated their interest through the Request for Transfer process.

If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees.

The Employer will notify the Bargaining Unit President on a monthly basis in writing of any bargaining unit member who accepts a temporary vacancy. Such notification will include the defined period of time.

It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time.

Upon completion of the temporary vacancy, such employee shall be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.

10.04 Where the skill, ability, experience and qualifications are relatively equal between two (2) or more employees, seniority shall be the deciding factor when decisions are made with regard to postings or transfers within the Bargaining Unit.

10.05 Employees on staff shall not be terminated by the Employer for failing to obtain a university degree.

Employees without a degree may be allowed to transfer from full-time to part-time and vice-versa, and a degree alone shall not be sufficient reason to deny a request to transfer.

It is understood that if the Employer posts a position requiring a degree as a basic requirement, full-time and part-time Employees currently on staff shall not be denied the right to apply and their application will receive reasonable consideration.

10.06 Incumbents applying for a posted vacancy within nine (9) months from the date they accepted their current position need not be considered for such position, at the Employer's option.

10.07 When an employee accepts a temporary position they shall not be considered for another temporary assignment if accepting such an

assignment will require the employee to leave their current assignment before the end of the fixed term or task.

## **ARTICLE 11 – LAYOFF AND RECALL**

11.01 A long-term layoff shall be defined as a reduction in the hours of work of a regular full-time employee or a regular part-time employee, lasting longer than thirteen (13) weeks. Should such a reduction seem necessary, the Employer will meet with the Union to discuss the circumstances giving rise to the layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff.

In the event of a proposed layoff of a permanent or long-term nature within the bargaining unit, the Employer shall:

- i) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than two (2) months written notice of layoff, or pay in lieu thereof.

Employees shall be laid off in reverse order of their seniority providing those who remain are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.

Similarly, employees shall be recalled from layoff in order of their seniority providing they are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.

No new employee will be hired while qualified employees, who are capable of doing the work after a five (5) day familiarization period, are laid off.

A layoff of employees shall be made on the basis of seniority initially within the classification, status (full-time or part-time) and geographic area. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification, and geographic area where the layoff is going to occur will be laid off first.

An employee who has been notified of a long-term layoff may:

- (a) accept the layoff; or
- (b) opt to retire if eligible under the terms of the Employer's pension plan;  
or
- (c) elect to transfer to a vacant position provided that they qualified to perform the available work; or
- (d) displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee of the

same status in whose work the employee subject to layoff is qualified to perform after a five (5) day familiarization period.

- (e) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

Where there are vacant positions available under Article 10, but the employee is not qualified to perform the available work, and if such employee is not able to displace another employee under Article 11.01(d) and such layoff is expected to last longer than twelve (12) months, the employee will be provided with the necessary training of up to eight (8) weeks to enable the employee to become qualified for one of the vacant positions. In determining the position for which training will be provided the Employer shall take into account the employee's stated preference.

In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

Employees will inform the Employer in writing of their decision to bump or accept the layoff within three (3) business days of the receipt by the employee of their notice of layoff.

Severance pay, where applicable, will be paid in accordance with the *Employment Standards Act*. Acceptance of such payment shall be considered a severance of the employment relationship.

An employee, upon long-term layoff, and at the employee's expense, may continue benefit coverage (except for short and long-term sickness and long-term disability), for a period of nine (9) months following the layoff by arranging to pay the full premiums, in advance, on a monthly basis.

Employees on layoff are eligible, in order of seniority, for "temporary" recalls of more than three (3) months and not longer than twelve (12) months and shall advise the Employer in writing as to whether they are interested in such recalls. Employees recalled for twelve (12) months or less shall not be entitled to further notice of layoff nor bumping rights. Furthermore, the time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends. Employees who have elected to maintain benefits while on layoff shall have these same eligible benefits paid by the Employer during the period of temporary recall. Otherwise employees temporarily recalled have all the rights of other recalled employees.

Any temporary vacancies that arise will be first offered to employees on layoff. Acceptance of a temporary assignment by a laid off employee does not constitute a recall to work, and after the completion of the assignment, the employee continues to be laid off according to Article 11.

Regular full-time and regular part-time employees on layoff may elect to have access to shifts that would otherwise be offered on a casual basis. Such employees will inform the Employer of their selection within three (3) working days of notice of layoff and submit their availability in accordance with Article 17.04 (d).

Those employees that elect to take shifts will be offered shifts before casual staff. The refusal of casual shifts would not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses would be unaffected during the periods of time worked.

Recall to a regular part-time or regular full-time position shall be in order of seniority within the relevant status. An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.

Laid off employees are entitled to apply for posted vacancies.

11.02 Where an employee has received individual notice of long-term layoff and is unable to fill a vacant position or displace another employee and would otherwise be placed on recall, such employee may resign and receive a separation allowance as follows:

Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum twelve (12) weeks' pay.

11.03 For layoffs other than long term layoffs, the Employer and Union will meet and discuss the layoffs at the earliest opportunity.

## **ARTICLE 12 – EMPLOYEE FILES**

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

12.02 A copy of the Performance Appraisal Review which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A copy of the evaluation will be provided to the employee at their request.



- 12.03 Each employee shall have reasonable access to all their files for the purpose of reviewing their contents in the presence of a representative from Human Resources. A request by an employee for a copy of documents in their file will not be unreasonably denied.
- 12.04 Documents placed in an employee's file will be brought to their attention in a timely manner.
- 12.05 An employee may request a letter of reference in accordance with current practice.
- 12.06 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 local parties have agreed to a maximum of sixty (60) days.

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) 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 9.06, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave

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

(c) Leave for Local Coordinator

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings to a cumulative bargaining unit maximum of sixty (60) days per year and to any employee elected to the position of Local Coordinator.

(d) Leave for Board of Directors

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

(e) Leaves for ONA President

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 9 there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of their intention to return to work at least two (2) weeks prior to the date of such return.

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

### 13.02 Personal Leave

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

### 13.03 Bereavement Leave

- (a) Upon the death of an employee's spouse (spouse to include same sex partner), parent, child or stepchild, an employee shall be granted leave with pay up to a maximum of five (5) consecutive calendar days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days with pay. One of the days of leave shall include or be contiguous to the day of the funeral or equivalent service.
- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild.
- (d) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for their aunt, uncle, niece, and nephew.
- (e) An additional compassionate day with pay will be granted to employees for interment purposes. Employees will notify the Employer with the date of the interment as soon as the date is known to the family.
- (f) Where it is necessary, because of distance, the employee may apply for additional leave with or without pay. Permission for such leave shall not be unreasonably withheld.

### 13.04 Family Medical Leave

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

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

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

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

### 13.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position, unless the position has been discontinued in which case they shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of sixty-one (61) weeks. The employee must give the Employer written notice that they do not intend to make their contributions, if any.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because they are an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of

late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) Pregnancy Leave

The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

- (i) Parental Leave

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

of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that they are in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

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

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

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

- (c) Where the Employer requires an employee to attend any meetings with the Employer in preparation for a case which either arises from

an employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of their or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay.

- (d) An employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that they are not required to attend as above provided that it is longer than half (½) the schedule shift.
- (e) In the event that an employee is scheduled to start work on or after 1500 hours, they shall not be required to attend jury duty and then report for duty the same day.
- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, they shall not be required to attend work any shift commencing on or after 2300 hours later that day.

#### 13.07

#### Educational Leave

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

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

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

13.08 Military Leave

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

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

13.09 Secondments

The right to approve a secondment rests solely with the Employer. Should the Employer approve a secondment of a bargaining unit employee, the parties will meet to determine the terms of the secondment. Any agreement reached will prevail over the terms of the Collective Agreement. The Employer's approval will not be unreasonably withheld.

13.10 Pre-Paid Leave

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period or three (3) years' salary over a four (4) year period, in accordance with Part LXVII of the Income Tax Regulations, Section 6801, to enable them to take a maximum one (1) year leave of absence following the four (4) years or three (3) years of salary deferral.

The plan is not to provide benefits to employees on or after retirement.

- (b) The employee must make written application to the appropriate Director at least three (3) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- (c) The number of employees that may be absent at any one (1) time shall be three (3), with a maximum of one (1) per program or department, subject to operational requirements.



- (d) Written applications will be reviewed by the appropriate Director or designate and granted subject to operational requirements. The principle of seniority shall govern in cases of suitable applications greater than the number outlined in (c). Decisions will be made twice a year, February 15<sup>th</sup> and September 15<sup>th</sup>.
- (e) During the years of salary deferral, twenty percent (20%) or twenty-five percent (25%) as applicable, of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary shall be paid to the employee at the commencement of leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) Accrued interest, if any, shall be payable to the employee in the year that it is earned.
- (i) All benefits shall be kept whole during the years of salary deferral.
- (j) During the year of the leave, seniority will be retained but will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the disability income plan during the year of leave.
- (k) An employee may withdraw from the plan only as a result of financial or other hardship, provided one (1) month's notice is given to the Director. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (l) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (m) If the Employer intends to fill the temporary vacancy, then Article 10 shall apply. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a

mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (n) The employee will be reinstated to their former position unless the position has been discontinued in which case the employee may exercise their seniority to bump as per Article 11. The employee must plan to return for a minimum of one (1) year.
- (o) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.10 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferral salary is to be held.
  - iv) The letter of application from the employee to enter the prepaid leave program will be appended to and form part of the written agreement.

### 13.11 Care Leave

Employees will be granted up to twenty-eight (28) hours leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependent or parent(s), or to accompany them to obtain unexpected medical care.

Fifty percent (50%) of the leave granted under this clause (up to 14 hours) shall be provided by the Employer as paid leave. The remaining fifty percent (50%) (up to 14 hours) will be contributed by the employee from the employee's accrued leave entitlements (if any). If the employee has no accrued leave entitlement the employee will take their portion of the leave as unpaid leave.

In each case where leave is granted, fifty percent (50%) of the leave will be paid for by the Employer (to a maximum of 14 hours) and fifty percent (50%) by the employee, as per the preceding paragraph.

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

To clarify, this article, and other clauses in the current agreement that provide for paid or unpaid leaves for purposes under the new ESA provisions, will be deemed to offset the requirement for the Employer to provide for ten days of unpaid leave to the extent that the Care Leave clause, and other leave clauses are accessed during the course of a year.

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

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

#### **ARTICLE 15 – PAID HOLIDAYS**

15.01 The following shall be recognized as holidays to be paid full-time employees at their regular rate of pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 <sup>st</sup> )	
Civic Holiday	2 Float Days

The Float Days are to be taken at a mutually agreeable time, one (1) holiday in each one-half (1/2) of the year and may not be banked.

In order to qualify for pay for a holiday, a full-time employee must complete their full scheduled shift on each of the working days immediately preceding and following the holiday, unless the employee is absent due to:

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

15.02 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. If a holiday listed above falls on a non-working day, this holiday will be granted on the next following work day.

- 15.03 Holiday pay for regular part-time and casual employees shall be included in the payment of a percentage in lieu of benefits.
- 15.04 (a) In the event that a full-time employee is scheduled to work on New Year's Day (January 1<sup>st</sup>), Family Day, Good Friday, Victoria Day, Canada Day (July 1<sup>st</sup>), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day (December 25<sup>th</sup>), or Boxing Day (December 26<sup>th</sup>) and works on that holiday, they shall be paid one and one half (1½) times their regular rate for all hours worked. If an employee does not work a full seven (7) hour shift on a holiday, they shall be paid at the above rate for a minimum of three (3) hours or the hours worked, whichever is greater. In addition, the full-time employee will receive in lieu of the holiday in 15.01 a day off with pay.
- (b) In the event that a part-time employee is scheduled to work on New Year's Day (January 1<sup>st</sup>), Family Day, Good Friday, Victoria Day, Canada Day (July 1<sup>st</sup>), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day (December 25<sup>th</sup>), or Boxing Day (December 26<sup>th</sup>) and works on that holiday, they shall be paid one and one-half (1½) times their regular rate for all hours worked. If an employee does not work a full seven (7) hour shift on a holiday, they shall be paid at the above rate for a minimum of three (3) hours or the hours worked, whichever is greater.
- 15.05 An employee entitled to holiday pay shall not receive sick leave pay to which the employee may otherwise be entitled.

## **ARTICLE 16 – VACATIONS**

- 16.01 Newly hired regular full-time employees with less than one (1) full years' service shall be entitled to a vacation credit of 1.66 days for every month worked up to a maximum of twenty (20) working days with pay.
- 16.02 Regular full-time employees who have been employed for one (1) year, but less than fourteen (14) years shall be entitled to a vacation of twenty (20) working days with pay for each full year of employment.
- 16.03 Regular full-time employees who have been employed fourteen (14) continuous years shall be entitled to a vacation of twenty-five (25) working days with pay.
- 16.04 Regular full-time employees who have been employed twenty-one (21) continuous years shall be entitled to a vacation of thirty (30) working days with pay.
- 16.05 Regular full-time employees who have been employed twenty-eight (28) continuous years shall be entitled to a vacation of thirty-five (35) working days with pay.

- 16.06 The current practice of permitting vacation to be taken prior to being earned shall be continued. Vacation time must be taken by December 31st of each year subject to Article 16.09. If an employee leaves the organization and has taken unearned vacation then that amount will be deducted from their final pay.
- 16.07 Regular part-time, casual part-time and temporary full-time employees will be entitled to vacation pay on a percentage basis in accordance with hours worked based on regular full-time vacation entitlement.
- 16.08 When an employee's employment is terminated for any reason, they shall be entitled to a terminal vacation allowance covering vacation earned but not taken.
- 16.09 Vacations shall be taken at a mutually agreeable time to the employee and immediate supervisor or their designate subject to the following conditions:
- (a) Summer vacation requests are to be reviewed within the team for the purpose of achieving team consensus via seniority while meeting minimum staffing levels as set by Home and Community Care. Employee requests for vacation time from June 15<sup>th</sup> to Labour Day Monday must be submitted by March 1<sup>st</sup> of each year and reply shall be given by March 15<sup>th</sup> of each year.
  - (b) Employee requests for vacation time between December 18<sup>th</sup> and January 8<sup>th</sup> of each year must be submitted by September 1<sup>st</sup> of each year and a reply shall be given by September 15<sup>th</sup> of each year.
  - (c) Employee requests for vacation time during the school "March Break" of each year must be submitted by November 1<sup>st</sup> of each year and a reply shall be given by November 15<sup>th</sup> of each year.
  - (d) Employee requests for vacation other than as provided in 16.09 (a), (b) and (c) shall be considered on a first come first served basis, subject to Article 17.04 (a) ix).
  - (e) The principle of seniority shall govern in cases of conflict.
  - (f) In the event the Employer plans to change the scheduling pattern during the above noted periods, it will be brought to the attention of the Union and the affected employees two (2) weeks prior to submission dates above.
- 16.10 Employees have the right to carry over up to a maximum of five (5) days vacation entitlement to the next vacation year with the prior written approval of the Employer.
- 16.11 Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness requiring hospitalization, the period of such

illness shall be considered sick leave. The Employer reserves the right to request a medical certificate.

## **ARTICLE 17 – HOURS OF WORK**

17.01 The normal scheduled shift shall be seven (7) hours of work per day.

17.02 All employees are entitled to a paid rest period of fifteen (15) minutes duration for every three and one-half (3½) hours of work excluding one (1) hour for lunch per day.

17.03 The parties may agree to continue or negotiate other shift lengths. Where agreement is reached to institute or continue other shift lengths the hours of work provisions of the Collective Agreement shall be adjusted accordingly.

### 17.04 Scheduling Regulations

- (a) i) The Employer shall ensure each employee is scheduled to work not more than every third [3<sup>rd</sup>] weekend, except when operational requirements justify it, and then the Employer will schedule at least every other weekend off.
- ii) An employee will receive premium pay of time and one-half (1½) for all hours worked on a third (3<sup>rd</sup>) subsequent and consecutive weekend save and except where:
  - A) such weekend had been worked by the employee to satisfy days off requested by the employee;
  - or
  - B) such weekend is worked as a result of an exchange with another employee;
  - or
  - C) such weekend is worked as a result of a schedule change requested by the employee;
  - or
  - D) the employee requests additional weekend work.
- iii) An employee will not be required to work more than seven (7) consecutive shifts. An employee will be paid time and one-half (1½) for their eighth (8<sup>th</sup>) subsequent and consecutive shift until a shift is scheduled off work unless as a result of a schedule change requested by the employee.

- iv) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval to the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable.
- v) Work schedules will be posted every four (4) weeks, so that eight weeks of schedule is always posted.
- vi) The work schedule will be posted two (2) weeks in advance of an eight (8) week period.
- vii) It shall be the responsibility of the employee to consult posted work schedules. The Employer will provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee as soon as practicable.
- viii) Employees shall receive a minimum of twelve (12) hours off between scheduled shifts.
- ix) There shall be no split shifts.
- x) Requests for specific shifts, days off, vacation or other scheduling requests shall be made in writing at least two (2) weeks prior to the posting of the schedule. Requests with shorter notice may be considered based on operational and staffing requirements. Such requests shall not be unreasonably denied.
- xi) No employee will be scheduled to work both Christmas and New Year's holidays unless requested by the employee.
- xii) Christmas and New Year's scheduling will be done on a rotational basis.

NOTE: Intent is that no one is scheduled for two Christmas' or New Years' in consecutive years.

(b) Extended Shifts (12-hour)

In the event that an employee works extended shifts, the Collective Agreement shall be in effect except as modified below:

- i) The hours of work will be continuous and not exceed ten and one-half (10.5) hours, exclusive of a one and one-half (1-½) hour unpaid break(s).

- ii) If an employee must work beyond the hours scheduled in Item (b) i) above, the additional time shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate in addition to any applicable premiums. Such overtime must be approved in advance except where not possible to do so.
- iii) An employee will not be required to work more than three (3) consecutive twelve (12) hour shifts. An employee will be paid one and one-half (1 ½) times their regular straight hourly rate for their fourth (4th) consecutive twelve (12) hour shift until scheduled off, unless as a result of a schedule change requested by the employee.
- iv) A "day" will be defined as a seven (7) hour day with reference to the accrual of vacation, float, statutory lieu days, and sick days in the Collective Agreement. However, the employee will use ten and one-half (10.5) hours of vacation, float, sick, lieu time, or compensating time when booking off a twelve (12) hour shift.
- v) In the event that extended shifts are required elsewhere in the organization, they will be discussed with the Union prior to implementation and the shifts will be evenly distributed among the employees of the Team(s) involved. The above Extended Shifts provisions will apply.

The Employer shall not be held liable for any violation of the Collective Agreement arising out of the mutual exchange of shifts between employees.

(c) Regular Part-time Commitment

Regular part-time employees must be available for prescheduled work on the following basis:

- i) to be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) to be prescheduled for work as required up to their committed full-time equivalent (FTE) per pay period;
- iii) to be available to work Christmas or New Years, if required;
- iv) to be prescheduled if required, to work fifty percent (50%) of the remaining paid holidays.

(d) Part-time Scheduling



- i) Regular part-time employees shall be scheduled up to their commitment over a posted schedule.
- ii) When all regular part-time employees have reached their commitment, additional shifts will be offered to regular part-time employees who have indicated their availability to work additional shifts on the basis of seniority. Additional available shifts will be offered to casual part-time staff who have indicated their availability to work additional shifts on the basis of seniority.
- iii) Cancelled shifts will be in reverse order of seniority.
- iv) A shift will be deemed to be offered whenever a call is placed. Only those employees who have indicated their availability need to be called.
- v) It is understood that an employee will have thirty (30) minutes to respond to the timed message left with respect to the offer of a shift within the next twenty-four (24) hours.
- vi) Failure to make contact with an employee will result in the offer of the extra shift being made to the next senior employee able to perform the duties who has indicated their availability.
- vii) It is understood that the Employer will not be required to offer shifts which would result in overtime premium pay;
- viii) When an employee accepts an additional shift, they must report for that shift unless arrangements satisfactory to the Employer are made.
- ix) All items in (d) are applicable to all regular part-time and casual unless otherwise noted.

17.05 Flexible Working Time

- (a) Employees will select and schedule their working hours for the benefit of the patients, consumers, the community and their personal needs. Employees will collaborate and co-ordinate with their team and manager to ensure adequate work coverage.
- (b) The maximum number of hours of work to be flexed per day for the purposes of this Article, will not exceed two and one-half (2.5) hours.
- (c) Where an employee works in excess of seven (7) hours in a day they will attempt to flex their hours such that the hours of work will not usually exceed seventy (70) hours in a pay period.

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

- 18.01
- (a) When a regular full-time employee works in excess of seven (7) hours per day when assigned by the Manager or designate, the excess shall be regarded as overtime and shall be compensated at time and one-half (1½). This overtime may be taken as compensating time. Compensating time off shall be scheduled at a mutually agreeable time.
  - (b) When a regular part-time employee works in excess of seven (7) hours per day when assigned by the Manager or designate, the excess shall be considered overtime and shall either be paid at time and one-half (1½) the employee's straight time hourly rate or taken as compensation time at time and one-half (1½). All compensating time not taken by March 31<sup>st</sup> of the year shall be paid out.
  - (c) Clauses (a) and (b) above shall not apply to employees working extended shifts.
  - (d) The Employer shall not require an employee working overtime to take compensating time off during that pay period, in order to avoid the overtime premium.
  - (e) Overtime requires Employer approval in advance unless impossible. The Employer will ensure that it has a representative available to deal with requests for overtime approval. Approval shall not be unreasonably withheld.
  - (f) Employees shall be allowed to accumulate and use the compensating time as defined above to a maximum of five (5) days at any one time. The employee's request in writing must be submitted at least two (2) weeks in advance of the proposed use of five (5) compensating days being taken. However, employees may be allowed to take compensating time of less than five (5) days at a time mutually agreed to by the employee and the Supervisor. Any accumulated balance of compensating time will be frozen on December 31<sup>st</sup> of each year and each employee will be provided a notice of their remaining balance. Time taken during January, February and March will be deducted from the accumulated balance until depleted. Any remaining balance at the end of March 31<sup>st</sup> will be paid at the appropriate rate. A separate running balance will be started with time accumulated during January, February and March of each year. It is understood that banked compensating time will be used before vacation time is utilized.
- 18.02
- When an employee who is not on standby has completed their regularly scheduled shift and left work and is called back to work outside of their home, prior to the commencement of the shift on the next day, they shall receive time and one-half (1½) their regular rate of pay for all hours worked with a minimum of four (4) hours at their regular rate of pay, unless such

call back occurs less than four (4) hours prior to their normal start time, in which case they shall receive time and one half (1½) for all hours worked prior to their normal start time.

18.03 Where an employee is required to respond to a work-related telephone call outside their hours of work, they shall be paid premium pay (i.e. one and one half (1½) times their regular rate of pay) for the actual time of the calls and any related documentation arising from the call to the next increment of one quarter (¼) hour.

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.

(a) Shift Premium

Effective the start of the first pay period after ratification all hours of work between 4:30 p.m. and 12 midnight shall be paid at a premium of one dollar and eighty cents (\$1.80) per hour plus the employee's regular straight time hourly rate.

(b) Weekend Premium

Effective the start of the first pay period after ratification all hours worked between 12 midnight Friday and 12 midnight Sunday shall be paid at weekend premium of two dollars and ten (\$2.10) for each hour worked in addition to the premium referred to in 18.04 (a) plus the employee's straight time hourly rate.

(c) Hours compensated under 17.04 (a) shall not also be compensated under clause (b) above. Hours that are paid daily overtime shall not be used to trigger a biweekly overtime claim.

(d) An employee who is required to remain available for duty on-call shall receive on-call pay in the amount of three dollars \$3.00 per hour for each hour scheduled by the Employer. On-call pay shall cease when the employee is called to work and works during the on-call period.

(e) Where an employee is called in to work when scheduled on-call, they shall be paid their regular straight time hourly rate for a minimum guarantee of four (4) hours pay or time and one-half (1½) their regular straight time hourly rate for all hours worked, whichever is greater.

18.05 Responsibility Pay

An employee who is scheduled to perform any part of the supervisory duties within their own office normally performed by a Supervisor or an employee who is scheduled to supervise a specific county-wide program or project, as assigned by the Vice President, Patient Services in writing, shall be paid a responsibility allowance of one dollar and twenty-five cents (\$1.25) per hour.

18.06 Mentorship

At the discretion of the Employer, Employees may, from time to time, be assigned a formal mentorship role for a designated Employee. Mentorship is a formal supportive relationship between two (2) Employees, which results in the professional growth and development of an individual practitioner to maximize their practice. The relationship is time limited and focused on goal achievement. Assisting an employee with Orientation to the organization does not constitute mentorship.

The Employer will pay the Employee for this assigned additional responsibility of providing mentorship, a premium of sixty cents (60¢) per hour, in addition to their regular salary and any applicable premium allowance.

**ARTICLE 19 – PENSION AND BENEFITS – APPENDIX “C”**

19.01 Pensions

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

19.02 Employees may retire as set out in HOOPP.

19.03 The Employer will provide a major medical plan, long-term disability plan, vision care plan, dental plan and life insurance benefits pursuant to Appendix C.

The Employer will pay one hundred percent (100%) of the billed premiums for “Silver” coverage described in the Medical and Dental Benefit Options of the Greenshield Plan. Employees shall have the option to buy-up to “Gold” coverage or to select “Bronze” coverage plus a Health Spending Account in accordance with the Medical and Dental Benefit Options. Under “Silver” coverage, the reimbursement of prescription drug claims shall be 90% with employees paying 10% of each claim. The reimbursement of the dental claims shall be 90% at the current ODA rate, with employees paying 10% of each claim.

19.04 The Employer shall provide full-time employees in its employ with benefit plan booklets.

19.05 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.

19.06 Benefits Age 65 and Older

Extended health care benefits (inclusive of vision care and travel) and dental benefits will be extended to active full-time employees over the age of sixty-five (65) on the same cost share basis as applies to those employees under the age of sixty-five (65).

Group Life Insurance will be extended to active full-time employees up to the employee's seventieth (70<sup>th</sup>) birthday at one (1) times salary.

**ARTICLE 20 – SICK LEAVE AND LTD**

20.01 Income protection is payable in accordance with the Short-term Sick Leave Plan and Long-term Disability Plan when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act.

20.02 Illness due to pregnancy will be covered by the short-term sick leave plan except when the employee is in receipt of maternity leave benefits from Employment Insurance (E.I.)

20.03 Short-term Sick Leave Plan

(a) Full-time employees will accumulate illness allowance on the basis of one and one-half (1½) working days with salary for each month of service or its equivalent to a maximum of one hundred and ten (110) days.

(b) When the employee is absent due to illness, the sick leave credits referred to in 20.03 (a) shall continue to accrue on the following basis:

i) one (1) to nine (9) days absence - full monthly credit

ii) ten (10) to nineteen (19) days absence - half (½) of monthly credit

iii) twenty (20) days and over, no monthly credits

- (c) Full salary shall be continued for an absence caused by sickness, accident or hospitalization, until the employee has exhausted their accumulated sick leave credits. Thereafter the employee shall receive seventy-five percent (75%) of full salary for the continued absence. Payment under this provision shall not exceed fifteen (15) weeks per occurrence.
- (d) For the period following the initial fifteen (15) weeks, an application for Employment Insurance benefits may be made by the employee. The duration of sick leave compensated by Employment Insurance benefits will be fifteen (15) weeks immediately following the first fifteen (15) weeks after which time an application for LTD benefits may be made.

- 20.04 An absence is considered to be continuation of a previous incident if:
- i) it occurs within three (3) weeks of the previous incident and is due to the same cause; or
  - ii) it occurs within two (2) weeks of the previous incident and is due to an unrelated cause.
- 20.05 In the event of an absence due to sickness the employee shall notify their immediate supervisor, or designate, no later than one (1) hour prior to the start of their scheduled shift, where possible.
- 20.06 If the sick leave provision qualifies for E.I. premium reduction, the employee's share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of providing benefits contained in this Agreement.
- 20.07 Employees will be permitted to use sick leave, for medical appointments up to the equivalent of one and one-half days or ten (10) hours per year. Such arrangements shall be pre-approved by the employee's Manager or designate.
- 20.08 The Employer will pay 100% of the billed premium towards coverage of eligible employees under the Long-term Disability Plan.
- 20.09 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.

20.10 Medical Certificates

After being absent due to illness, the Employer may require that an employee present a certificate satisfactory to the Employer from a duly qualified medical practitioner certifying the inability of the employee to attend to their duties for the Employer. If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

20.11 Early and Safe Return to Work

The Employer and the Union are committed to a consistent, fair, approach to meeting the needs of injured employees or employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.

- (a) An employee requiring accommodation who is ready to return to work will provide medical verification satisfactory to the Employer of their ability to return to work, including specific information regarding any restrictions. This will form the basis of any return to work plan.
- (b) An ad-hoc Return to Work Committee will be established when required to develop a return to work plan. Such committee will normally be comprised of the employee, a Union representative and the employee's Manager.
- (c) When a returning employee is in need of modified work the Employer will advise the Union, and the parties shall decide whether a meeting of an ad-hoc Return to Work Committee is necessary. It is acknowledged that not all requests for modified work shall necessitate meeting(s) of a Committee. When required, the Committee will meet as soon as practicable to make recommendations regarding a return to work plan.
- (d) The Employer and the Union will monitor, with the employee, progress and duties as required until the employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate satisfactory to the Employer will be required in either case.
- (e) Before posting, the Employer's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their original position.

- (f) Any return to work plan developed in accordance with the above will be in writing containing the details of the accommodation.

## **ARTICLE 21 – JOB SHARING**

### 21.01 Job Sharing

- (a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full-time employee who wishes to share their position.

The Employer will provide the Union with a written copy of the names of employees who have been approved to job share and the commencement date of the job-sharing agreement.

- (b) Applications shall be in writing to the appropriate Manager.
- (c) The Employer may limit the total number of job-sharing positions. The Employer shall meet with the Union and consider any recommendation it makes for additional job-sharing positions. If there are more full-time employees interested in job sharing than can fill the number of job-sharing positions determined by the Employer to be appropriate, seniority shall determine which full-time employees fill the position providing the senior employees can meet the Employer's staffing requirements.
- (d) Upon the termination of the job-sharing arrangement, subject to 21.01(i) below, the position will revert back to a full-time position. The job sharer whose position was originally modified to suit the job-sharing arrangement will stay in the position when it reverts back to a full-time position. The other job sharer will revert to their previous status.
- (e) If both applicants to a job share 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.
- (f) 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.
- (g) If one of the job sharers leaves their position, and both the remaining job sharer and the Employer wish to continue with the job-sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the Collective Agreement.
- (h) Where there is no successful applicant to a vacant portion of a job share position, the position shall revert to its full-time status. If the job sharer who remains was not the job sharer whose position was



originally modified to suit the job sharing arrangement, or was not a full-time employee immediately prior to entering the job share arrangement, the full-time position will be posted.

- (i) The Employer and the employees involved retain the right to assess the job-sharing arrangement on an ongoing basis. For greater certainty, notwithstanding the fact that the review process is ongoing, formal reviews of the job share position will be made at three (3) months, six (6) months, and twelve (12) months, and on an annual basis thereafter. The employees involved retain the right to return to their previous permanent full-time equivalent (FTE) position until the six (6) month assessment is completed.
- (j) Either party may discontinue the job-sharing process with sixty (60) days written notice. The Employer may exercise this right only after the completion of the first two reviews required under the previous paragraph. Upon receipt of such notice a meeting will be held between the Employer and the Union 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.
- (k) 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) Work one half ( $\frac{1}{2}$ ) of the total number of hours of the full-time position, or such other amount as may be agreed by all the parties, with the actual schedule of work to be determined by the employees involved, subject to approval by the appropriate Manager. However, in all instances, shall be paid percent in lieu.
  - ii) Ensure both employees of the job share team are fully informed in respect of each other's work, and those LHIN communications that are not generally distributed but rather are only issued to attendees at individual meetings.
  - 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 their control, cover the other's shift, they 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 for a maximum of three (3) months. However,

where the covering employee can demonstrate special circumstances which prevent them 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.

## **ARTICLE 22 – MISCELLANEOUS**

22.01 The Employer shall ensure that an electronic copy of the current collective agreement is available for all ONA members, accessible through the Employer's intranet. Individual print copies of the collective agreement will be provided by the Employer, upon request from an employee.

### 22.02 Proof of Employment – Financial Disclosure

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

### Proof of Employment – Recent Related Experience Disclosure

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

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

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

### 22.04 College Registration

If a Regulated Health Professional or Registered Social Worker is advised or notified that they are not a member in good standing with their College for any reason, including non-payment of the annual fee, the employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the employee presents evidence that their Registration has been reinstated, they shall be reinstated to their position

effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Employer 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 All employees shall present their College's Proof of Registration or proof of payment of same to Human Resources by February 15<sup>th</sup> of each year. In instances where an employee presented proof of payment, the employee must still present their College's Proof of Registration, when received, to Human Resources. For members of the College of Nurses of Ontario (CNO), the Employer will electronically validate Membership Renewal directly with the CNO and no proof of payment is required by those employees. Should the College change its practice of electronic validation, members of the CNO may be required to provide proof of payment to the Employer.

22.06 Flu Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility to which our employees attend, or a specifically designated area(s) thereof, or to specific staff, from the Medical Officer of Health, or in compliance with applicable Provincial Legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak that affects the workplace of the employee until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.

- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period.
- (f) If an employee becomes ill as a result of the vaccination, and applies for WSIB, the Employer will not unreasonably oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

## **ARTICLE 23 – PROFESSIONAL RESPONSIBILITY**

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

23.02 The following principles shall govern the resolution of issues:

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

23.03 The following process shall be followed:

- (a) In the event that a professional practice or workload issue arises that affects an individual employee or a group of employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the employee(s) shall within five (5) work days document their professional practice issue in writing (using the form set out in Appendix 2) and forward it to their Manager.
- (b) Within ten (10) work days of receiving a form, a meeting to discuss the professional practice issue shall be held with the employee(s), a Union representative, the Manager, and the Vice President, Patient Services and/or designates. Within five (5) work days of the meeting,

a written response shall be provided to the employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.

- (c) Failing resolution in (b) above and within five (5) work days of the written response or no response in (b) above being provided to the employee, the Union shall forward the Form to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- (d) 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 24 – TRANSPORTATION ALLOWANCE**

24.01 All employees governed by this Collective Agreement are required to use their personal vehicle for Employer business. The Employer agrees to reimburse the employee for the use of their car at the rate of \$0.51 per approved km. driven.

#### **ARTICLE 25 – SALARIES AND CLASSIFICATION**

25.01 Salaries and professional classifications are set forth in Appendix A and remain in effect for the duration of this Agreement.

25.02 When an employee is promoted to a higher classification, they will be placed in the salary step of the new classification which is the next one greater than their former salary.

25.03 Effective upon ratification, employees with previous regulated health care experience in the health care sector, provided that there has been a time lapse of not more than five (5) years in employment, will be recognized on the basis of one (1) increment for each full year of such experience to the maximum of the salary grid.

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

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

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

## **ARTICLE 26 – DURATION AND RETROACTIVITY**

- 26.01 This Agreement shall continue in effect until March 31, 2024 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 26.03 Retroactivity will be paid to all current and former employees based on hours paid within three (3) full pay periods of ratification.

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

**Care Coordinator; Rapid Response Nurse; Mental Health and Addictions Nurse**

Care Coordinator; Rapid Response Nurse; Mental Health and Addictions Nurse	April 1 2022	April 1 2023
Start	\$36.95	\$38.06
Step 1	\$38.06	\$39.20
Step 2	\$39.20	\$40.38
Step 3	\$40.39	\$41.60
Step 4	\$41.57	\$42.82
Step 5	\$42.83	\$44.11
Step 6	\$44.13	\$45.45
Step 7	\$45.44	\$46.80
Step 8	\$46.79	\$48.19
Step 9	\$48.20	\$49.65

**Placement Coordinator; Waitlist Coordinator**

Placement Coordinator; Waitlist Coordinator	April 1 2022	April 1 2023
Start	\$31.79	\$32.74
Step 1	\$32.73	\$33.71
Step 2	\$33.70	\$34.71
Step 3	\$34.73	\$35.77
Step 4	\$35.76	\$36.83
Step 5	\$36.83	\$37.93
Step 6	\$37.95	\$39.09
Step 7	\$39.10	\$40.27
Step 8	\$40.25	\$41.46
Step 9	\$41.47	\$42.71



**RPN Scale: RPN Care Connector; RPN Telehomecare; RPN Coordinator; RPN Rapid Response; RPN Information and Referral**

RPN Care Connector; RPN Coordinator; RPN Rapid Response; RPN Telehomecare; RPN Information and Referral	April 1 2022	April 1 2023
Start	\$30.36	\$31.27
Step 1	\$31.29	\$32.23
Step 2	\$32.23	\$33.20
Step 3	\$33.20	\$34.20
Step 4	\$34.20	\$35.23
Step 5	\$35.23	\$36.29
Step 6	\$36.28	\$37.37

**Nurse Practitioner**

Nurse Practitioner	April 1 2022	April 1 2023
Start	\$53.69	\$55.30
Step 1	\$54.75	\$56.39
Step 2	\$55.86	\$57.54
Step 3	\$56.99	\$58.70
Step 4	\$58.11	\$59.85
Step 5	\$59.29	\$61.07
Step 6	\$60.47	\$62.28
Step 7	\$61.70	\$63.55
Step 8	\$62.93	\$64.82
Step 9	\$64.19	\$66.12

Resource Nurse	April 1 2022	April 1 2023
Start	\$38.15	\$39.29
Step 1	\$39.24	\$40.42
Step 2	\$40.38	\$41.59
Step 3	\$41.55	\$42.80
Step 4	\$42.70	\$43.98
Step 5	\$43.94	\$45.26
Step 6	\$45.23	\$46.59
Step 7	\$46.53	\$47.93
Step 8	\$47.86	\$49.30
Step 9	\$49.25	\$50.73

NOTE: Where an employee is hired with a Temporary Class certificate of registration, they will be placed at the start level of grid for the classification for which they were hired.

Part-time employees will receive percentage in-lieu of all health and welfare benefits, holiday pay and sick leave. Where a part-time employee does not participate in the pension plan, the amount of the percentage in lieu payment shall be thirteen percent (13%). Where the employee does participate in the pension plan, the percentage in-lieu shall be reduced by an amount equal to the Employer's contribution to the pension plan.

## APPENDIX 1 O.N.A. GRIEVANCE FORM

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

**ONTARIO NURSES' ASSOCIATION (ONA)<sup>4</sup>  
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.](#)

**SECTION 4: REMEDY/SOLUTION**

Provide details:

Was it resolved?

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

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

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

Provide details – (include names)

Was isolated incident resolved?

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

If an ongoing problem, was the entire issue resolved?

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

Were measures implemented to prevent re-occurrence?

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

Provide details:

**SECTION 5: INITIAL RECOMMENDATIONS**

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

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

**SECTION 6: EMPLOYEE SIGNATURES**

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

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

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

**SECTION 7: MANAGEMENT COMMENTS**

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

Management Signature:  
date.

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

**SECTION 8: RESOLUTION/OUTCOME**

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

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

Signatures:

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

**GUIDELINES AND TIPS ON ITS USE**

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

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

**STEPS IN PROBLEM SOLVING PROCESS**

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

**TIPS FOR COMPLETING THE FORM**

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

8. Provide a copy to the employer.

|

|



**LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING**

**RE: PLACEMENT COORDINATOR WAITLIST COORDINATOR CLASSIFICATIONS**

- (a) Employees performing duties as Placement Coordinator or Waitlist Coordinator at the Barrie Office and paid in accordance with the Care Coordinator wage schedule on the date prior to harmonization of the wage schedule for NSM LHIN shall continue to receive payment in accordance with the harmonized Care Coordinator wage schedule, less \$0.50 per hour. If such employee transfers to another classification and subsequently returns to a Placement Coordinator or Waitlist Coordinator position, the rate of pay shall be in accordance with the wage schedule for Placement Coordinator or Waitlist Coordinator. All newly hired employees or internal transfers to the classifications of Placement Coordinator or Waitlist Coordinator shall be paid in accordance with the wage schedule for Placement Coordinator or Waitlist Coordinator.
  
- (b) The above provisions shall apply to the following employees:

Terri Beck  
 Kathleen St. Amant  
 Cheryl Thurley  
 Patti Joslin

DATED this 19<sup>th</sup> day of March, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

"Jacquie Little"

"Jodi Caughy"  
 Labour Relations Officer

"Cindy Cacciotti"

"Deborah Elliott"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**RE: HOURS OF WORK**

If the Employer anticipates a significant change to the current hours of work of a Team to accomplish any change of the hours of service provided by that Team, they will meet with the Union to discuss the changes.

The Union will receive sixty (60) days' notice of such change unless otherwise mutually agreed.

DATED this 19<sup>th</sup> day of March, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

"Jacquie Little"

"Jodi Caughy"  
Labour Relations Officer

"Cindy Cacciotti"

"Deborah Elliott"

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

**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 \_\_\_\_\_ “19<sup>th</sup>” \_\_\_\_\_ day of \_\_\_\_\_ “March” \_\_\_\_\_, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

“Jacquie Little”  
\_\_\_\_\_

“Jodi Caughy”  
\_\_\_\_\_  
Labour Relations Officer

“Cindy Cacciotti”  
\_\_\_\_\_

“Deborah Elliott”  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

## APPENDIX "C"

### BENEFIT HIGHLIGHTS

#### Life Insurance:

- (a) two (2) times annual salary; reduces to one (1) times annual salary at age 65+
- (b) terminates at age 70 or retirement
- (c) maximum benefit - \$350,000
- (d) additional optional life insurance available up to age 65

#### A.D. & D.:

- (a) to principle sum of life insurance

#### Long Term Disability:

- (a) benefits amount:
  - 75% of monthly earnings
  - maximum - \$8,000
- (b) benefit commences:
  - after 30 weeks
- (c) benefit duration:
  - to age 65
- (d) definition:
  - 24 month own occupation
- (e) benefits are taxable
- (f) no pre-existing condition limitation

#### Major Medical:

- (a) prescription drugs and professional services:
  - 90% Pay Direct Drug Card on all covered drugs
  - no overall maximum
  
  - generic substitution required, unless otherwise indicated by physician
  - over-the-counter drugs excluded
  - maximum \$7.50 dispensing fee per prescription

- (b) Hearing aids \$500.00 every 36 months
- (c) private duty nursing maximum – \$10,000
- (d) orthopedic shoes - \$250/annum
- (e) orthopedic inserts - \$450/annum
- (f) Paramedical (per annum cap):
  - Physiotherapist \$500
  - Speech Pathologist \$200
  - Massage Therapist \$400
  - Chiropractor \$200
  - Osteopath \$200
  - Chiropodist \$200
- (g) Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a combined \$1200 annually.

**Vision Care:**

- (a) \$550 every 24 months
- (b) includes eye exam

**Dental Plan:**

- (a) basic preventive:
  - 90/10 co-insurance
  - unlimited maximum
  - 9 month recall for adults, 6 month recall for children under 18 years
- (b) restorative/ prosthodontics:
  - includes crowns, bridgework, implants and repairs to same
  - maximum \$1500 per year per individual
  - 50% co-insurance

Note: current O.D.A. schedule

**Other:**

Minimum thirty (30) days out of province/Canada medical emergency travel insurance

## APPENDIX "D"

### GENERAL GUIDELINES FOR BUSINESS USE OF PRIVATE VEHICLES

- (a) The Employer authorizes the use of private motor vehicles for business purposes. Employees shall be reimbursed for the use of their vehicles for business purposes in accordance with the Employer's policy.
- (b) Employees will be considered on business under the following conditions:
  - i) When travelling on business to and from their assigned office during the business day;
  - ii) When travelling to and from conferences, conventions, etc. as authorized by the Employer.

Note: For the purpose of these Guidelines, "assigned office" shall mean office locations in Barrie and Huntsville and Hospitals.

- (a) Kilometrage will be paid from the employee's assigned office to the first call of the day and from the last call of the day back to the office. Where the employee elects to go directly from home to the first scheduled call of the day they shall receive either the kilometrage between the office and the call or the kilometrage between home and the call, whichever distance is shorter. Where the employee elects to go directly to home from the last scheduled call of the day they shall receive either the kilometrage between the office and the call or the kilometrage between home and the call, whichever distance is shorter.
- (b) Travel for personal reasons during unpaid meal periods will not be reimbursed.
- (c) The Employer will carry non-owned automobile insurance coverage which will indemnify the Employer against any claim arising from the business use of employee's vehicles.
- (d) Passengers are not permitted to be transported by employees in their private vehicles while on the Employer's business except as authorized by the Employer.
- (e) Fines for parking and traffic violations are the responsibility of the driver.
- (f) Kilometrage claims shall be submitted on a monthly basis, no later than the first week of the month. Claims submitted after the cut-off date will be processed in the following month. No claim may be

submitted later than three (3) months following the month in which the expense was incurred.

Note: The applicability of the above provisions to employees approved to work from a home office will be discussed between the parties during the term of the collective agreement.

**SIGNING PAGE**

DATED this 19<sup>th</sup> day of March, 2024.

FOR THE EMPLOYER:

"Jacquie Little"

"Cindy Cacciotti"

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FOR THE UNION:

"Jodi Caughy"  
Labour Relations Officer

"Deborah Elliott"

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