

**COLLECTIVE AGREEMENT**

BETWEEN:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as “the Employer”)

and:

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

**Expiry date: March 31, 2022**

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## **ARTICLE 1 – PURPOSE**

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

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

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

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

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

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

2.03 The Employer recognizes the Union as the exclusive bargaining agent for all Registered Nurses and Allied Health Professionals employed as Case Managers and/or Placement Co-ordinators, save and except Supervisors and persons above this classification as well as those employed in a confidential capacity pursuant to section 1(3)(b) of the *Labour Relations Act*.

For the purposes of clarity, the position of Education Facilitator is included in case managers and/or placement co-ordinators.

Note 1: Effective September 30, 2012, the term “Case Manager” is taken to mean and include “Care Coordinator”.

Note 2: Effective March 9, 2018, the position of Nurse Practitioner will be included as a bargaining unit classification.

Note 3: Effective April 1, 2019, the position of Clinical Lead, South West Regional Wound Care Program will be included as a bargaining unit classification.

2.04 **Full Time Employees**

A full time Employee is an Employee who normally works a flexible thirty-five (35) hour week, or thirty-seven and one half (37.5) for Nurse Practitioners, Monday through Sunday within the hours 7:00 a.m. and 10:00 p.m.

For those Employees who are required to rotate through week-end work as a normal part of their scheduled rotation, this flexible work week will be expanded to include a bi-weekly total of seventy (70) hours or seventy five (75) hours for Nurse Practitioners, while ensuring that all other areas of the collective agreement are not violated.

2.05 Regular Part Time Employees

A regular part time Employee is an Employee who normally works a work schedule of less than an average of thirty-five (35) hours per week or less than an average of seventy (70) hours bi-weekly.

2.06 Casual Employee

A casual Employee is an Employee who works on an interim replacement or on an occasional basis. There will be no regular schedule for casual Employees but the Employer may provide a schedule. Casual Employees are expected to/must be available to work days, evenings, weekends, holidays and during the Christmas/New Years' period, March break and Employee vacation periods. While casual Employees may accept or decline assignments, such refusals shall not be unreasonable or regular. Prior to the posting of the four (4) month schedule, the Employer will send a request for availability to each casual employee and such employee will respond within two weeks.

2.07 Probationary Employee

- (a) A probationary Employee is a newly hired Employee who shall be on probation for a period of six hundred and thirty (630) hours of work from the date of hire or nine (9) months, whichever is the lesser, excluding leaves in excess of one (1) week.
- (b) The probationary period for NPs shall be six hundred and seventy-five (675) hours of work from the date of hire or nine (9) months, whichever is lesser, excluding leaves in excess of one (1) week.

This period may be extended up to an additional three (3) months or four hundred and fifty-five (455) hours with the approval of the Employer, the Union and the probationary Employee involved. Upon completion of the probationary period, the Employee's name will be placed on the seniority list and her/his seniority shall be based on her/his date of last hire.

During the probationary period such Employees may be subject to ongoing assessments which shall be reviewed with the Employee.

**ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Association acknowledges that the Employer has the exclusive right to manage its affairs and operations and without limiting the generality of the foregoing, the right to:

- (a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions of Management;
- (b) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees;
- (c) Hire, discipline, discharge, transfer, assign to shifts, schedule, promote, demote, classify, layoff, recall, suspend Employees, and select Employees

for positions excluded from the bargaining unit, provided that no Employee shall be transferred out of the bargaining unit against the Employee's wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by any Employee of discharge without cause, may become the subject of a grievance and be dealt with as herein provided;

- (d) Determine in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing the work, job content, scope of services to be provided and the working establishment for any service.

The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Collective Agreement.

#### **ARTICLE 4 – RELATIONSHIP**

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

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

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

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

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

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

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

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

4.04 The Employer and the Union recognize their joint duty to accommodate disabled Employees in accordance with the provisions of the Ontario Human Rights Code.

4.05 Accommodation/Early and Safe Return to Work/Modified Duties

- (a) If an Employee becomes disabled with the result that the Employee is unable to perform the regular functions of her position, the Employer may determine a special assignment with the hope of providing an opportunity for continued employment.
- (b) Prior to any Employee returning to work from illness or disability requiring modified/light/alternate work, the Employer will notify and meet with a Bargaining Unit representative and the member to develop and agree to a back to work program for the Employee. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provisions of this agreement. A copy of the agreement, signed by all parties, will be provided to the member and the Union.
- (c) Assignments established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the Employee in question.
- (d) The Employer will supply to the Bargaining Unit President the names of all Employees covered under this collective agreement who go off work on an extended leave of absence eight weeks or greater. The sole purpose of this

information is to be in compliance with the collective agreement for posting replacement coverage for any such position as in Article 10.

4.06 Whistle Blowing Protection

Employees will not be subject to discipline or reprisal for exercising their rights under the Public Service of Ontario Act, 2006.

4.07 During the term of this Collective Agreement, the Employer agrees that there will be no loss of employment for bargaining unit Employees due to contracting out. This does not guarantee that Employees will retain their position or positions.

The Employer will endeavour to minimize contracting out of work in the interest of maximizing employment.

In the event that the Employer finds it necessary to contract out work, the following procedures will apply:

- (a) Prior to such work being contracted out, the Employer and the Union Representatives will meet no less than 120 days before the commencement of any contracting out arrangement to discuss the nature, scope and reasons for the contracting out.
- (b) During these discussions, the Union will have the opportunity to make recommendations that would allow the work to be performed by the Employees, providing that economic and efficiency factors are met.

**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 to a maximum of nine (9) 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.

It is understood that one (1) of the nine (9) representatives shall be a Nurse Practitioner.

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



6.02 Local Negotiating Committee

- (a) A negotiating committee of up to nine (9) employee representatives appointed by the union including the bargaining unit president. It is understood that one (1) of the nine (9) representatives shall be a Nurse Practitioner.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee's participation in bargaining. Mileage allowance provisions will remain status quo at all LHINs.

6.03 Central Negotiating Committee

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

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

6.04 Union /Management Committee

There shall be a union/management committee comprised of up to nine (9) employee representatives appointed by the Union and up to nine (9) employer representatives. It is understood that one (1) of the nine (9) employee representatives shall be a Nurse Practitioner. 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.

6.05 The Employer will recognize a Grievance Committee(s) of up to nine (9), one of whom shall be the chair. It is understood that one (1) of the nine (9) Grievance committee representatives shall be a Nurse Practitioner. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.06 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.

When a Union representative must travel between sites to attend meetings with the Employer, at the request of the Employer, he or she shall be paid travel time at her or his regular rate of pay and will be paid mileage as per the Collective Agreement.

When the Bargaining Unit President must travel between sites in the performance of her role as President to deal with grievances and to attend meetings between the Union and the Employer, she will be paid travel time at her or his regular rate of pay and will be paid mileage as per the Collective Agreement.

6.07 Joint Health and Safety Committee

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

- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (j) The employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (k) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

## 6.08

### Workplace Violence

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

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

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

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

- (b) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

- (c) The parties agree that, if incidents involving an employee and an aggressive client or client family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- (d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with Section 52(1) of the *OH&S Act and Regulations*.

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

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

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

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

## **ARTICLE 7 – UNION SECURITY**

### **7.01 Union Dues and Membership Lists**

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

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

employees. A copy of this information will be sent to the Bargaining Unit President excluding Social Insurance Numbers and addresses.

7.02 T-4 Slips

- a) 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.
- b) T-4 slip will be provided electronically to the employee. The Employer will ensure that employees have access to an employer printer.

The Employer agrees to mail the T-4 using Canada Post if a written request is received from the employee.

7.03 Indemnification

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

7.04 New Employees

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

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

**ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

- 8.15 Discharge and Suspension Grievances

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.

- 8.16 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Employee's record has been discipline free for twelve (12) months. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods noted above.
- 8.17 An Employee may request to have a counselling letter removed from their file.

## **ARTICLE 9 – SENIORITY AND SERVICE**

- 9.01 In the event that the Employer shall merge, amalgamate or combine any of its operations or functions, the Employer will use its best efforts to ensure retention of all seniority rights of its Employees with the successor Employer.
- 9.02 (a) For all provisions of this Agreement, seniority shall commence and accumulate from the date on which an Employee was first employed by the Employer.
- (b) Seniority for full-time Employees will be from date of hire and seniority for part-time Employees and casual hourly rated Employees will appear on the basis of hours paid.
- (c) There will be two (2) separate seniority lists for 1) full-time Employees, 2) regular part-time Employees (including job sharers) and casual Employees. Such seniority list will show each Employee's name and professional category and shall be posted electronically on the Southwest LHIN Intranet by February 1 and September 1 of each year. At the time of posting, an electronic copy shall also be forwarded to the Bargaining Unit President or her designate.

Any objection by an Employee to the accuracy of his or her seniority must be made in writing to the Senior Director of Human Resources or designate within thirty (30) days of the date of the lists or within thirty (30) days of the time the list ought reasonably to have come to the attention of the member.

- 9.03 An Employee's full seniority and service shall be retained by the Employee in the event that the Employee is transferred from full-time to part-time or casual hourly-rated or vice versa.

An Employee whose status is changed from full-time to part-time or casual hourly-rated shall receive credit for her full seniority and service on the basis of fifteen hundred (1500) hours service.

An Employee whose status is changed from casual hourly-rated to part-time or full-time, or part-time to full-time, as may be the case, shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro rated at the time of transfer.



- 9.04 Seniority shall be retained but not accumulated when an Employee is laid off due to a reduction in the staff, seniority shall be retained for a period of two (2) years.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act* subject to the concept of frustration of contract as included in the termination and severance pay provisions of the *Employment Standards Act*.

- 9.05 Seniority shall be lost and the Employee shall cease to be employed when an Employee is absent from work under the following circumstances:

- (a) resignation;
- (b) discharged for just cause and is not reinstated;
- (c) absent from work for more than three (3) consecutive working days without notifying the Senior Director Human Resources or designate except in cases of emergency;
- (d) is laid off and not recalled to work within a period of two (2) years from date of layoff, or after having been laid off for less than two (2) years fails to return to work within five (5) days after Notice of Recall has been sent to her by the Employer by registered mail to the last address of the Employee of which the Employer has a record;
- (e) frustration of employment contract.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act* subject to the concept of frustration of contract as included in the termination and severance pay provisions of the *Employment Standards Act*.

## **ARTICLE 10 – JOB POSTING**

- 10.01 When filling any posted vacancy under this Article, the Employer will consider the skills, ability and qualifications of the individual to perform the required work and where these are relatively equal, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within a reasonable familiarization period. Immediately following selection, the successful candidate(s) shall be informed in writing of his/her appointment to the new position.

If the job is not filled as a result of the posting, the Employer reserves the right to hire from outside the bargaining unit.

- 10.02 (a) Prior to filling any permanent vacant position covered by this Agreement, the Senior Director of Human Resources or designate shall post notice of the position electronically for a minimum of five (5) working days, in order that all staff will know that the position is open and be able to make written application to the Senior Director of Human Resources or designate.

The posting shall indicate the position, status, office location, job summary, qualifications, the number of Employees required to fill the position, the

salary range, the date of closing of the posting and the name of the official to whose attention questions and/or applications are to be directed.

- (b) A permanent position is considered vacant for the purpose of posting if it is a new position or if it has become vacant by reason of the resignation, promotion, retirement, dismissal or death of the incumbent and/or if the Employer determines that a vacancy exists.

The Employer will provide a written update to the Bargaining Unit President on the status of the vacancies on a monthly basis.

A position does not become vacant for the purposes of posting because a Care Coordinator or Placement Co-ordinator has been reassigned.

The subsequent first vacancy that results from the initial posting will be posted. Resulting vacancies shall be offered to applicants, including written requests for transfer outlined below from the initial posting in accordance with the criteria set forth herein. Should such resulting vacancy remain vacant, the resulting vacancy will be posted internally and may be posted externally.

Employees applying for any other posted position (either by application or by written requests for transfer outlined below) within twelve (12) months from the date the successful candidate accepted their current position need not be considered for any such posted position. Consideration will be at the Employer's discretion but a special request by an Employee will not be unreasonably denied. This would not apply in the case where the new position would result in a change of status.

- (c) Temporary Coverage

- i) Notices for temporary coverage for illness, leave of absence, replacement opportunities that exceed twelve (12) weeks but are less than eleven (11) calendar months shall be posted and only regular part time and casual Employees shall be considered in accordance with the criteria set forth herein.

- ii) Notices for temporary coverage for illness, leave of absence, replacement opportunities that exceed eleven (11) calendar months shall be posted and all Employees, including written requests for transfer outlined below shall be considered in accordance with the criteria set forth herein.

- (d) In the event the original temporary position is vacated with more than twelve (12) weeks remaining in the position, it shall be posted in accordance with this Article. Employees in a temporary position shall be returned to their previous position and/or status on termination of the temporary assignment.

- (e) Positions vacant for less than twelve (12) weeks need not be posted, however the Employer will work with the team to provide alternative workload coverage within available resources which may include the usage of regular part time and casual.

(f) Temporary Assignment Outside of the Bargaining Unit

- i) An Employee who is transferred to a position outside of the bargaining unit for a period up to one (1) year or for the purpose of back filling pregnancy/parental leave only for a period up to twenty (20) months, shall retain, but not accumulate her seniority held at the time of the transfer. When the Employee is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- ii) It is understood and agreed that an Employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- iii) An Employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she will lose all seniority held at the time of the subsequent transfer.
- iv) In the event that an Employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she 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 her return to the bargaining unit.

(g) Request for Transfer

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

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

All requests for transfer will be awarded based on the criteria in this Collective Agreement. Transfer requests shall automatically be considered an acceptance of a position by the Employee if the Employee is the successful candidate.

**ARTICLE 11 – LAYOFF AND RECALL**

11.01 For the purposes of this Article:

- (a) A "location" is the work site from which an Employee normally performs her duties.

- (b) The "Region" includes all Employer locations applicable to the bargaining unit.
- (c) Full time and part time layoff and recall rights shall be separate and distinct.
- (d) A "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed and the Employer determines that such a vacancy still exists.

11.02

(a) Long Term Layoff

Full Time Employees

A long-term layoff shall be defined as a proposed reduction in the regular hours of work of a full time Employee lasting longer than thirteen (13) weeks or the elimination of a full time position, at a location(s). 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.

(b) Part Time Employees

A long term layoff shall mean a layoff of a part time Employee(s) at a location for a period in excess of thirteen (13) weeks by reason of shortage of work, or the elimination of a part time position or other material change in the organization.

(c) Applicable to both Full time and Part Time Employees:

- i) Prior to issuing a layoff notice, a meeting with the Union will occur to discuss the circumstances giving rise to the layoff and to consider suggestions aimed towards minimizing negative effects of such layoff.
- ii) In the event of such a layoff at a location the Employer shall provide the Union and the affected Employee(s) with no less than sixty (60) calendar days written notice of the pending layoff.
- iii) Where a proposed layoff results in the subsequent displacement of any members of the bargaining unit at a location or in the Region, the original notice to the Union shall be considered notice to the Union and all Employees affected by any subsequent layoff(s).
- iv) In the event of such a layoff, Employees shall be laid off in reverse order of seniority initially within the classification, status (full time or part time) and location, provided that the Employees who are entitled to remain on the basis of seniority at a location are qualified to perform the available work. It is understood and agreed that prior to laying off any Employees, probationary Employees in the classification, status, and location where the layoff is going to occur will be laid off first.
- v) An Employee who has been notified of a layoff may:

- A) displace a more junior Employee in the classification, status and location, provided he/she is qualified to perform the available work within a period of a reasonable familiarization not to exceed seven (7) days; or
  - B) displace the most junior Employee in the classification and status at any location in the Region, provided he/she is qualified to perform the available work within a period of a reasonable familiarization not to exceed seven (7) days; or
  - C) elect to transfer to a vacant position in the same classification and status in the Region provided he/she is qualified to perform the available work within a period of a reasonable familiarization not to exceed seven (7) days; or
  - D) opt to retire if eligible under the terms of the Employer's pension plan; or
  - E) accept the lay-off
- vi) An Employee who intends to exercise her options under paragraph (v) above must notify the Employer within seven (7) working days of receipt by the Employee of his/her notice of layoff. Where the Employee fails to notify the Employer as noted, she shall be deemed to have opted to be laid off.
  - vii) The provisions of this Article shall apply to an Employee who is displaced by an Employee who exercises her rights under paragraph (v) above.
  - viii) No new Employee shall be hired for a classification and status at a location until all laid off Employees at that location, who retain the right to be recalled and who are qualified to perform the available work within the classification and status are given the opportunity to return to work except where the number of vacant positions exceeds the number of employees laid off.
  - ix) Employees on layoff are entitled to apply for posted vacancies. Employees may contact Human Resources to obtain an updated listing of posted vacancies.
  - x) An Employee on long term layoff, at his/her own expense, may continue, to the extent permitted by the terms of the applicable benefit plan, benefit coverage (except for short term and long term disability) for a period of nine (9) months following lay off by arranging to pay the premium cost for such permitted benefit coverage, in advance, on a monthly basis.

#### 11.03

#### Short Term Layoff

- (a) A "short term layoff" shall mean a layoff for a period not anticipated to exceed thirteen (13) weeks in length by reason of shortage of work or the elimination of a position or other material change in the organization.

- (b) The Employer will provide the Union and any affected Employee with a minimum of seven (7) working days notice where circumstances permit. In giving such notice, the Employer will indicate to the Union the reasons causing the layoff, the anticipated duration, the location and the Employees likely to be affected. If requested, the Employer will meet with the Union to review the effect on Employees in the bargaining unit. Notice shall not be required in the case of cancellation of all or part of a single scheduled shift.
- (c) Where a proposed layoff results in the subsequent displacement of any members of the bargaining unit at a location or in the Region, the original notice to the Union shall be considered notice to the Union and all Employees affected by any subsequent layoff(s).
- (d) An Employee who has been notified of a layoff may:
  - i) displace the most junior Employee in the classification, status and location, provided he/she is qualified to perform the available work within a period of a reasonable familiarization not to exceed five (5) days; or
  - ii) elect to transfer to a vacant position in the same classification and status in the Region provided he/she is qualified to perform the available work within a period of a reasonable familiarization not to exceed five (5) days;
  - iii) accept the lay-off.
- (e) An Employee who intends to exercise her options under paragraph (d) above must notify the Employer within five (5) working days of receipt by the Employee of his/her notice of layoff. Where the Employee fails to notify the Employer as noted, she shall be deemed to have opted to be laid off.

#### 11.04

#### Recall

Employees shall be recalled to the location from which they were laid off on the basis of classification and status at that location with the most senior recalled first, provided that Employee recalled is qualified to perform the available work. Such recall shall be subject to the following provisions.

- (a) 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.
- (b) Full time and regular part time Employees on layoff may notify the Employer, in writing, of their interest in accepting casual work and/or temporary recalls which may arise and for which they are qualified.
- (c) Laid off Employees are eligible, in order of seniority, for "temporary" recalls at the location from which they were laid off, of more than twelve (12) weeks and not longer than six (6) months and shall advise the Employer, in writing, as to whether they are interested in such recalls. Employees recalled for six (6) 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 temporarily recalled will be paid the percentage in lieu of benefits unless they had elected to maintain benefits while on layoff in which case the Employer shall pay the Employer portion of the premium cost during such temporary recall. Otherwise Employees temporarily recalled have all the rights of other recalled Employees.

- (d) If an Employee declines a temporary recall the Employer shall not be obliged to offer a temporary recall again during the balance of the temporary recall offered to the Employee. Acceptance of a temporary recall 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 in accordance with this Article.
- (e) 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 election seven (7) working days prior to the layoff becoming effective. The process of offering shifts would be in accordance with the Employer's process for offering casual shifts. 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.

#### 11.05 Transfer of Positions

Any permanent position(s) transferred by the Employer from one location to another location within the Region shall be subject to the following process:

- (a) The Employer shall determine the positions to be transferred from one location to another.
- (b) Meeting will be held with the Union to identify the transfer(s) required and the rationale for such transfer(s).
- (c) The Employee(s) affected by such transfer shall have the option of transferring to the new location.
- (d) *Should the Employee(s) so identified in paragraph (b) herein, choose not to transfer to the new location, such Employee shall exercise one of the options in Article 11.02 (v) above.*
- (e) The provisions of this Article shall apply to any Employee displaced by the application of paragraph (d) above.
- (f) Any position deemed vacant by the Employer as a result such transfer or subsequent displacement at any location shall be posted in accordance with Article 10.

## **ARTICLE 12 – EMPLOYEE FILES**

- 12.01 A copy of any completed performance evaluation which is to be placed in an Employee's file shall be reviewed with the Employee. The Employee shall initial such evaluations as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. It is understood that such evaluations do not in any manner constitute disciplinary action by the Employer against the Employee. A copy of the evaluation will be provided to the Employee at completion of her evaluation.
- 12.02 Each Employee shall have reasonable access to her file for the purpose of reviewing the contents in the presence of the Director of Human Resources or designate. A copy of any document shall be provided to the Employee at her request.

## **ARTICLE 13 – LEAVES OF ABSENCE**

NOTE: This Article and any other clauses in the Collective Agreement that provide for paid and unpaid leaves for the purposes set out under Sec. 50 of the *Employment Standards Act* will be deemed to offset the Employer's requirements to provide for ten (10) days of unpaid leave to the extent that the sick leave and other leave clauses are accessed during the course of the year.

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.

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

(b) Leave for 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 to any Employee elected to the position of Local Coordinator, subject to the operational requirements of the Employer. Granting of such leave shall not be unreasonably withheld. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer



and the local Union agrees to reimburse the Employer in the amount of the daily rate of the full-time Employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time Employee. The Employer will bill the local Union within a reasonable period of time. Part-time Employees will receive service and seniority credit for all leaves granted under this Article.

(c) Leave for Board of Directors

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

(d) Leaves for ONA President

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

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

(e) 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 9.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks

prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.02 (a) Personal Leaves of Absence

The Employer may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice, in writing where possible, 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. Once the employee commences their leave of absence or operational coverage has been made, the leave of absence cannot be cancelled.

Full time Employees may be granted up to twenty-eight (28) hours annually of time off with pay for personal reasons.

(b) Leave for Medical Appointments

If the Employee chooses planned absences for an Employee's personal medical, dental or other professional appointments may be taken as vacation time off, in lieu of overtime, flex time or as an approved leave of absence without pay. Such absences must be approved in advance of the time required. Approval will not be unreasonably denied. It being understood that every effort will be made to schedule such appointments so that they do not conflict with working hours.

13.03 Bereavement Leave

Leave of absence with pay will be granted in the following circumstances:

- (a) Five (5) days with pay for death of spouse, partner, child or parent, brother or sister, step parent, step child;
- (b) Three (3) days with pay for death of grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law or father-in-law, legal guardian;
- (c) One (1) day with pay for death of uncle, aunt, cousin, nephew or niece;
- (d) One-half (1/2) day with pay to attend the funeral where the Employee is requested to serve as a pallbearer.
- (e) Spouse, partner, for purposes of bereavement leave will be defined as in the *Family Law Act* and will also include a partner of the same sex.
- (f) Payment will be made for only that portion of the allotted time which falls within the Employee's regular scheduled work week.
- (g) Any further additional leave may be requested with the understanding it would be without pay. Permission for such leave shall not be unreasonably withheld.
- (h) Employees will be credited with seniority and service with all such leave.

- (i) Bereavement leave for part time and casual Employees will be based on scheduled working days, over a period of seven (7) consecutive days, within the above limits thereby ensuring there will be no monetary loss.

#### 13.04 Family Medical Leave

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

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

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

#### 13.05 Pregnancy and Parental Leave

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

eligible for parental leave in accordance with the *Employment Standards Act*, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (i) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the two (2) weeks Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she/he is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by

multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

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

### 13.06 Jury Duty, Court Attendance and Tribunal Hearings

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

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

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

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

- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, she shall not be required to attend work any shift commencing on or after 2300 hours later that day.

### 13.07

#### Educational Leave

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

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

### 13.08

#### Storm Leave

- (a) Where weather conditions are such that an Employee is unable to report to the office to which she is assigned for a scheduled shift, this absence may be charged to annual vacation credits or compensatory time credits (excluding sick time) or make up the time or report to the closest office, or work from home with Manager's approval.
- (b) If an office is closed by the Senior Director Human Resources or designate due to weather conditions thus preventing the Employee, regardless of status, from reporting to work or causing the Employee to leave the office early then the Employee shall not suffer a loss of pay for the time lost for the hours of scheduled work.
- (c) If the Ministry of Transportation of Ontario or the Police closes a road on the direct route to or from the Employee's residence and the Employee is

prevented from reporting to the home office or, with Manager's approval, the closest South West LHIN office, then the Employee will not suffer a pay loss for the missed hours of scheduled work.

13.09 Military Leave

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

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

13.10 Secondments

Subject to the agreement of the Employee and the agency to which the Employee is seconded, the Employee's salary and applicable benefits shall be maintained by the Employer.

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

An Employee, who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment. The one year term can be extended by mutual agreement of the parties.

The parties also agree that the Employer may allow an Employee from another Employer to be seconded to the LHIN for a period not greater than one (1) year. It is understood that this Employee remains the Employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded Employee is not covered by an ONA Collective Agreement, the Employer will ensure that the Union receives the equivalent of the dues remittance for all such workers. The one year term can be extended by mutual agreement of the parties. This paragraph only applies to secondments with respect to bargaining unit work.

13.11 Prepaid Leave Plan

The Employer agrees to introduce a pre-paid leave program funded solely by the Employee for personal and professional development, subject to the following terms and conditions:

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

- (b) The Employee must make written application to the Employer, at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of Employees that may be absent at any one time shall be two. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the Employee, the Bargaining Unit, and the Employer.
- (d) Written applications will be reviewed by the Executive Director or designate. The Executive Director or designate shall reply to the request(s) at least five (5) months prior to the intended commencement date of the program. Seniority shall be the governing factor where the number of applications exceed the number of Employees who may be absent at any one time.
- (e) During the four (4) years of salary deferral, 20% of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to her 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) Interest earned as deferred salary shall be paid to the Employee and reported as employment income in the year it is earned.
- (h) All deferred salary plus interest accrued in the final year of deferral shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Employee. All monies held by the Employer under the plan shall be paid out to the Employee no later than the end of the first taxation year that commences after the end of the deferral period.
- (i) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The Employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the Employee is participating.
- (j) Unemployment insurance premiums shall be based on the Employee's gross salary (including deferred salary) during the period of deferral. No unemployment insurance premiums will be withheld during the leave period.
- (k) Canada Pension Plan premium and Income Tax deductions shall be in accordance with the actual amounts paid to the Employee during the period of deferral and the period of leave.
- (l) Contributions to HOOPP shall be based on gross salary (including deferred salary) during the period of deferral. The leave period will be treated as



Broken Service and may be purchased by the Employee as credited service.

- (m) Following the leave period, the Employee must return to the Employer or another Employer that participates in similar arrangements for a period that is not less than the leave period.
- (n) An Employee may only withdraw from the plan under extenuating circumstances, such as for reasons of financial hardship, with the prior consent of the Employer. Participation in the plan will also terminate on death or on termination of employment. Following termination, deferred salary plus accrued interest will be returned to the Employee, or to the estate, within a reasonable period of time, in accordance with the financial plan in which the deferred salary is held. All monies held must be paid out to the Employee or the estate no later than the end of the first taxation year that commences after the end of the deferral period.
- (o) The Employer will endeavour to find a temporary replacement for the Employee as far in advance as practicable. Employees hired as a temporary replacement may be released and such release shall not be the subject of a grievance or arbitration.
- (p) Upon return to work, the Employee will be returned to a position comparable to that occupied immediately prior to the commencement of the leave.
- (q) 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 13.11 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

#### 13.12 Reinstatement

An Employee returning to work on the expiration of the leave of absence provided herein shall be reinstated in the position and geographic area held prior to the commencement of such leave. Where the position has been eliminated, the layoff provisions would apply.

#### 13.13 Effect of Absence

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

- (a) The Employer shall pay its share of the Group Insurance Benefits for eligible employees for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that she/he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence to a maximum period of eighteen (18) months, except as modified by (a), subject to approval of the benefit carrier.
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance Benefit plans for employees who are on paid leave of absence, paid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the *Employment Standards Act*. It is understood that the obligation of the employer to pay its share of the Group Insurance Benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue Group Insurance Benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

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

- 14.01 An Employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours on the day scheduled to write the exam arising out of the Quality Assurance Program required by Professional Colleges of Ontario and/or the Objective Structural Clinical Exam.

14.02 The Peer Feedback Process of the Quality Assurance Program Required by Professional Colleges

The above referenced Peer Feedback is confidential information which the Employee may be required to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College.

14.03 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 her or his practice. The relationship is time limited and focused on goal achievement. Orientation to the organization does not constitute mentorship.

The Employer will identify the experiences required to meet the learning needs of the Employee being mentored, and will determine the duration of the mentorship assignment and expectations of the mentor. During the consultation process, the Employer will review the mentor's workload with the mentor and the Employee being mentored to facilitate successful completion of the mentoring assignment.

The Employer will provide all Employees with an opportunity to indicate their interest in assuming a mentorship role. The Employer selects and assigns the mentor for a given mentoring relationship.

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 her or his regular salary and applicable premium allowance.

**ARTICLE 15 – PAID HOLIDAYS**

15.01 (a) The following shall be recognized as paid holidays under this Agreement:

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

or any other day proclaimed as a public holiday by the Federal or Provincial Government. In addition, full time Employees shall be entitled to two (2) float holidays. The float holidays shall be taken on a date mutually agreeable to the Employer and the Employee; shall not be cumulative from year to year, and are only available to full time Employees who have completed their probationary period. Float days will be scheduled within the functional team guidelines to facilitate planning and scheduling within the team.

- (b) Holiday pay for full time Employees will be computed on the basis of Employee's regular straight time hourly rate of pay multiplied by the number of hours for a normal day's work.
- (c) To be eligible for holiday pay an Employee must work the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, unless the Employee is otherwise on an approved paid leave of absence including compensating time off as specified in Article 17.09 (b). If an Employee is absent on either their last scheduled work day preceding, or their first scheduled work day following the paid holiday for reasonable cause the Employee shall be eligible for pay for the holiday.

15.02 In the event that an Employee is scheduled to work on any such holiday and works on the holiday, the Employee shall be paid at the rate of double time, or time off in lieu that will be scheduled at a mutually agreeable time. The decision re: payment in time or money will be a mutually agreed decision between the Senior Director of Human Resources or designate and the Employee. Such request and approval will not be unreasonably denied.

15.03 When any of the above holidays occurs during an Employee's annual vacation, another day of vacation shall be scheduled at a mutually agreeable time.

## **ARTICLE 16 – VACATIONS**

16.01 Permanent full time Employees, on a pro-rated basis, in any given fiscal year shall be entitled to a vacation with pay according to their length of continuous service with the Employer as set out below.

Vacation accrual shall be determined in accordance with the Employee's anniversary date. Vacation time off shall be taken within the Employer's current fiscal year (April 1 – March 31) subject to Article 16.03 below.

### Vacation:

- (a) Employees who have completed less than ten (10) years of continuous service – 1.67 days per paid month of employment to a maximum of 20 days;
- (b) Employees who have completed ten (10) years of continuous service or more - 2.08 days per paid month of employment to a maximum of 25 days;
- (c) Employees who have completed seventeen (17) years of continuous service or more - 2.5 days per paid month of employment to a maximum of 30 days;

The pay for vacation shall be based on the normal hours of work for the individual Employee and shall not include overtime or other premiums.

16.02 All regular part time and casual Employees shall be entitled to vacation pay based upon the applicable percentage provided herein in accordance with the vacation entitlement of full time Employees. Vacation pay will be paid in each pay period as

a percentage of the Employee's biweekly regular wages (exclusive of overtime and other premiums);

- 20 days entitlement – 8%
- 25 days entitlement – 10%
- 30 days entitlement – 12%

Equivalent years of service for such Employees is calculated on the basis of 1500 hours worked is equivalent to one year 'length of continuous service' to determine vacation entitlement.

Vacation pay shall be paid on each pay.

All regular part-time Employees will be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Employees based on equivalent years of service, calculated pursuant to the formula set out in Article 9.03.

16.03 Employees will generally use vacation entitlement in the year it is due. For purposes of vacation scheduling, the vacation year is April 1 – March 31.

Employees may, upon written notification to the Manager, carry over up to a maximum of five (5) days vacation entitlement to the next vacation year and will use the additional days by the end of Period 2 of the vacation year. Such carry over vacation days must be scheduled in accordance with the team vacation scheduling process referenced in Article 16.04 herein.

16.04 Team Vacation Scheduling

- (a) For purposes of vacation scheduling, the Employer shall establish functional teams within each site. A list of such teams will be provided to the Union.
- (b) In order to assist the functional team in developing a "team vacation plan", the functional team will meet with the Manager to discuss processes and staffing coverage that will meet client needs.
- (c) Vacation time off for Employees within each functional team will be allotted in accordance with a "team vacation plan" developed by each functional team. Prior to "team vacation plan" requests being submitted to the manager or designate for review, functional team discussions will occur to develop "team vacation plans" which ensure client needs are met. In the case of any conflict in the development of "team vacation plans", team seniority will be the determining factor. To facilitate equal time off during the peak vacation period between June 1 and September 30 Employees will limit their individual requests in the development of the "team vacation plan" to no more than two (2) consecutive weeks, unless otherwise agreed to by the functional team.
- (d) The team vacation plans will be submitted to the manager or designate for review in accordance with the following schedule:

Period 1	January 1 <sup>st</sup> to April 30 <sup>th</sup> Submit for review on or before October 1 <sup>st</sup> Approval and Posting within three (3) weeks
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Period 2      May 1<sup>st</sup> to August 31<sup>st</sup>  
Submit for review on or before February 1<sup>st</sup>  
Approval and posting within three (3) weeks

Period 3      September 1<sup>st</sup> to December 31<sup>st</sup>  
Submit for review on or before June 1<sup>st</sup>  
Approval and posting within three (3) weeks

Should the manager or designate have any concerns with the “team vacation plan” developed by the functional team, the Manager or designate will meet with the functional team, if necessary, within twenty one (21) days of the above noted review dates, with the goal of resolving the concern(s). The manager’s or designate concerns must be addressed by the functional team prior to submitting any “team vacation plan” for implementation’.

- (e) Individual vacation requests in accordance with such plans will be submitted to the manager or designate utilizing the Employer’s vacation request process in accordance with the following schedule:

Period 1      January 1<sup>st</sup> to April 30<sup>th</sup>  
Submit by December 15<sup>th</sup>

Period 2      May 1<sup>st</sup> to August 31<sup>st</sup>  
Submit by April 15<sup>th</sup>

Period 3      September 1<sup>st</sup> to December 31<sup>st</sup>  
Submit by August 15<sup>th</sup>

- (f) Individual vacation requests that are made outside of the above – referenced time frames; outside of the “team vacation plan” or which arise as a result of an Employee choosing to change functional team, will be reviewed and agreed to within the applicable functional team on the basis of the principles set forth in this Article. Such request will be made with two (2) weeks’ notice where possible. Where such requests are made within this timeframe the manager will acknowledge them within two (2) weeks of the submission.

- (g) Where extenuating circumstances occur that require changes to the team vacation plan, the Manager will meet with the functional team to discuss and facilitate a resolution.

16.05      When an Employee’s employment is terminated for any reason, the Employee shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

**ARTICLE 17 – HOURS OF WORK**

17.01      The parties shall work cooperatively when reaching agreement on the necessary amendments resulting from a change in hours of operation, taking into consideration grandparenting existing employees.

17.02 Hours of Work

- (a) The normal work week shall be Monday through Sunday within the hours of 7:00 a.m. to 10:00 p.m.
- (b)
  - (i) The normal work shift shall be seven (7) hours, exclusive of an unpaid one (1) hour meal break. There shall be two (2) fifteen (15) minute paid rest periods during each shift.
  - ii) The normal work day for Nurse Practitioners shall be seven and one half (7.5) hours, exclusive of an unpaid one half (1/2) hour meal break. There shall be two (2) fifteen (15) minute paid rest periods during each shift.
- (c) Should it become necessary to alter the above referenced hours of work the Employer will do so only after negotiations with the Union.
- (d) Having regard to the nature of an Employee's job responsibilities, the daily and weekly hours of work may be subject to variation based on client needs and in accordance with the provisions of this Article.
- (e) The following provisions will apply as noted:

London Site

All Employees who were full time as at April 1, 1998 shall not be required to work outside the hours of 8:30 a.m. to 6:00 p.m. Monday to Sunday, as long as they remain in that full time position.

Stratford Site

For Employees hired before March 31, 2004, the normal hours of work are between 8:30 a.m. to 6:00 p.m.

Such Employees will continue to enjoy these privileges until they post or otherwise voluntarily move into another position, outside of their current position, or enter into a job sharing arrangement.

17.03 Work Scheduling by Team

- (a) The Employer will establish work teams within each site for purposes of scheduling Employees for work to meet operational needs. A list of the teams will be provided to the Union.  
  
A work team shall not include casual Employees, unless the casual Employee is in a temporary full time or part time position within the team.
- (b) The work teams will develop a "work staffing schedule" for the team that will meet client needs in accordance with all of the scheduling provisions and considerations as set forth in the Collective Agreement.
- (c) In order to assist the work teams in developing a work staffing schedule, the work team will meet with the Manager to discuss staffing coverage that will be required to meet client needs. The Manager will outline to the work

team, the parameters for staffing coverage required to meet client needs. Without limiting the generality of the foregoing such parameters may include:

- i) client needs and support for continuity of client care;
  - ii) operational needs;
  - iii) staffing resources;
  - iv) cost and operational efficiencies;
  - v) quality of working life; and
  - vi) balanced work schedules.
- (d) Each work team shall develop a four (4) month work staffing schedule. Meetings of the work team to complete the work staffing schedule may be scheduled for up to 30 minutes per month if required.
- (e) The work staffing schedule developed by the work team shall be submitted to the Manager for review no later than four (4) weeks prior to the posting date based on a predetermined timeframe as developed by the Employer.
- (f) Should the Manager have any concerns with the work staffing schedule developed by the work team, the Manager will meet with the work team, if necessary, within one (1) week with the goal of resolving the concerns. The Manager's concerns must be addressed by the work team prior to any work staffing schedule being posted for implementation. If the work team is not able to resolve the scheduling issues and the work staffing schedule is not completed, the shifts will be assigned by rotating reverse seniority, by the Manager.
- (g) Should it become necessary to implement significant changes to schedules the Employer will do so after discussion with the Union and upon providing no less than 30 days notice of a change in the schedule.
- (h) The Employer will provide as much advanced notice as is practicable of a change in the posted schedule for an individual Employee. Changes to the posted work schedule shall be brought to the attention of the Employee.

Where less than forty-eight (48) hours' notice is given to a full-time employee, time and one half (1 ½) of the Employee's regular straight time hourly rate will be paid for all hours worked on the Employee's next shift worked.

Where less than twenty-four (24) hours' notice is given to a part-time Employee, time and one half (1 ½) of the Employee's regular straight time hourly rate will be paid for all hours worked on the Employee's next shift worked.



17.04 Scheduling Provisions

Full Time Employees

- (a) In developing work staffing schedules, which may include weekend coverage, the following will apply:
  - i) An Employee shall not be scheduled, by the Employer, to work more than seven (7) consecutive days with the understanding that an Employee cannot self schedule more than eight (8) consecutive days.
  - ii) There shall be at least twelve (12) hours off between shifts worked by the Employee.
  - iii) There shall be four (4) days off in a two week period; two (2) of which will be consecutive days off.
  - iv) Where such Employee is scheduled to be off on a weekend, the Employee shall be scheduled off for a period of not less than fifty-six (56) consecutive hours between the end of their Friday shift and the commencement of their Monday shift, unless the Employee requests otherwise.
  - v) Effective April 1, 2010, such Employee will not be scheduled to work more than one (1) weekend out of three (3).
  - vi) Such Employee will receive premium pay of time and one-half (1½) for all hours worked on any additional 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) an Employee has voluntarily agreed to work such weekend as a result of the work staffing schedule developed by the work team.

17.05 Regular Part Time Employees

- (a) Regular Part Time Employees must:
  - i) be available to work at least five (5) shifts (35 hours) in a biweekly pay period.
  - ii) be available to work shifts during the normal work week.
  - iii) be available to work in each four (4) month schedule, excluding any period of approved leave of absence or vacation.

- iv) work those shifts for which they have been scheduled, unless excused for legitimate reasons.
- v) be available to work one (1) weekend in three (3).

Such Employees who wish to work more than the requirement set forth in Article 17.05 (a) above shall submit their availability to the Employer and his/her work team seven (7) weeks prior to the posting of each four (4) month schedule.

- (b) In developing work staffing schedules, which may include weekend coverage, the following will apply:
  - i) Any shifts to be scheduled among regular part time Employees at a location and/or within a work team will be distributed fairly, based on availability, among such Employees in accordance with Articles 17.03 and 17.05 (a) above.
  - ii) Any additional shifts that remain to be scheduled at a location and/or within a work team will be offered by rotating seniority in the following order:
    - A) To those Regular Part Time Employees who are not scheduled for 5 shifts (35 hours) in a biweekly pay period;
    - B) To those Job Sharers/Regular part time Employees who have indicated they are available for additional shifts and who are not in an overtime position.
    - C) Casual Employees who are not in an overtime position.
  - iii) A call made to an Employee shall be deemed a shift offered for purposes of this provision.
  - iv) An Employee shall not be scheduled to work more than seven (7) consecutive days.
  - v) There shall be at least twelve (12) hours off between shifts worked by the Employee.
  - vi) There shall be at least four (4) days off in a two week period.
  - vii) Where such Employee is scheduled to be off on a weekend, the Employee shall be scheduled off for a period of not less than fifty-six (56) consecutive hours between the end of their Friday shift and the commencement of their Monday shift, unless the Employee requests otherwise.
  - viii) Such Employee will receive premium pay of time and one-half (1½) for all hours worked on any additional 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) an Employee has voluntarily agreed to work such weekend as a result of the work staffing schedule developed by the work team.

17.06 Once approved, the work staffing schedule will be posted in accordance with Article 17.07 (a).

17.07 Posting of Schedule

(a) Work staffing schedules covering a four (4) month period will be posted at least two (2) weeks in advance.

(b) Mutual Exchanges:

Once the work staffing schedule is posted, requests by Employees for exchanges in the schedule must be submitted in writing, co-signed by the Employee agreeing to the exchange. Such requests shall be considered, subject to the Manager's or designate approval, to change scheduled shifts with each other, so long as all shifts are covered. Such requests shall not be unreasonably denied.

Such mutual changes to the posted schedules shall not result in any overtime costs to the Employer.

It is also acceptable to provide requests and approval, in writing electronically if the request is submitted within a seventy-two (72) hour window.

(c) Where extenuating circumstances occur that requires changes to the posted work staffing schedule, the Manager will meet with the work team to discuss and facilitate a resolution.

(d) If the work team and Manager are not able to resolve the scheduling issues the Manager shall request volunteers to work the shifts. Volunteers may elect to split shifts on paid holidays. Where no volunteers are forthcoming each full shift will be assigned by rotating reverse seniority, by the Manager to employees who are not on vacation or on approved leaves of absence.

17.08 Weekend Worker

(a) Full Time Employees:

Where a Weekend Worker position is implemented, the following provisions will apply for full time Employees:

i) The position(s) will be scheduled for either:

- A) six 12-hour shifts in a bi-weekly pay period four of which will be scheduled on the weekends; or

- B) four 12-hour shifts scheduled on Saturday and Sunday and three 8-hour shifts in a bi-weekly period and to be scheduled by the work team and approved by the Manager or designate.

During a twelve (12) hour shift Employees will be provided with forty-five (45) minutes of paid break time and forty-five (45) minutes of unpaid meal break.

- ii) The incumbent(s) will receive regular salary for seventy (70) hours per pay period.
- iii) For the purpose of covering the Employee's vacation or incidental absences shifts less than 11.25 hours may need to be scheduled.
- iv) It is expected that from time to time the Employee may need to be scheduled or have an adjusted schedule to attend necessary in-service programs.

Overtime will be paid at the appropriate rate after 67.5 hours worked with respect to Article 17.08 (a) i) A or after 66 hours worked with respect to Article 17.08 (a) i) B above, in a pay period.

Overtime must be taken in payment and cannot be taken in compensating lieu time.

- vi) Premium provisions relating to consecutive weekends off in accordance with Article 17.05 (b) viii) will not apply.
- v) No Employee shall work more than three (3) consecutive 12-hour shifts.

Premium for paid holidays worked will be in accordance with Article 15.02.

Lieu days will not be applicable based on the following:

Payment for paid holidays based on 12 per year will be a combination of the 1.25-hour per week premium as per (b) above and an additional in lieu payment of 1% of their regular hourly rate on each pay. Should an additional holiday be added or agreed to this percentage will be adjusted accordingly.

Paid holidays attached to weekends will be included as part of the regular schedule for incumbents in this position.

- vi) A weekend worker shall be treated as full time in all respects related to any and all terms and conditions of the Collective Agreement except where amended as above.

(b) Regular Part-time Employees Hired Specifically for Weekend Work:

ii) The following provisions will apply:

- A) Regular part time Employees applying or hired to specifically work weekends will be scheduled to work weekends that being Saturday and Sunday. Where a statutory holiday is attached to the weekend he/she will be scheduled to work that statutory holiday.
- B) Any request made by such an Employee for a weekend off, because of a special personal circumstance, will be considered and may be approved by the Employer subject to its operational needs.
- C) Such Employees will not normally work Monday to Friday but may do so if they indicate in writing that they are available for such work.
- D) Such Employees shall receive the weekend shift premium.
- E) The scheduling provisions, except as amended above, shall not apply to such Employees.

17.09

Overtime

(a) Full Time Employees

For such Employees overtime is defined as authorized hours in excess of an Employee's daily scheduled hours or seventy (70) hours in a bi-weekly pay period. No Employee shall work overtime unless authorized by the Employee's manager or designate, unless such authorization is impossible to obtain in an emergency situation.

Regular Part time and Casual Employees

For such Employees overtime is defined as authorized hours in excess of daily scheduled hours or seventy (70) hours in a bi-weekly pay period. No Employee shall work overtime unless authorized by the Employee's manager or designate, unless such authorization is impossible to obtain in an emergency situation.

- (b) An Employee will have the option of receiving payment for overtime hours at the premium rate of time and one-half (1½) for all overtime hours worked or taking lieu time off at the rate of time and one-half (1½) her regular rate of pay if so requested by the Employee. Such request must occur at the time the request for overtime approval is submitted. Such time off or any accumulated time owing must be scheduled in accordance with the Work Scheduling by Team provision in Article 17.03 herein.

(c) Accumulated Time Owing

An Employee will be entitled to accumulate her/his overtime to a maximum of twenty-one (21) hours. Once an Employee has accumulated more than

twenty-one (21) hours, the Employee will be paid for such hours at the applicable rate on the second pay period following that date.

- (d) In the event that there are no Employees available to be scheduled and where all available Employees within a work team and location are in an overtime position, any additional shifts required to be scheduled (as determined by the Employer) will be offered by rotating seniority within a work team and/or location, in the following order:
- i) Full time Employees
  - ii) Regular part time Employees/Job Sharers
  - iii) Employees in a temporary full time position
  - iv) Casual Employees

Full time Employees who wish to be available for additional premium shifts, will notify the Employer in writing.

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

### 18.01 Meal Allowance

An Employee required to work more than two (2) hours of overtime after the expiration of her normal shift shall be paid a meal allowance of \$13.00 on each occasion.

### 18.02 Standby/On Call

An Employee who is required to remain available for duty on standby, outside of his/her scheduled shift, shall receive standby pay in the amount of:

Effective April 1, 2010 \$3.50 per hour, for the period of standby scheduled by the Employer.

Where such standby duty falls on a paid holiday, the Employee shall receive standby pay in the amount of:

Effective April 1, 2010 \$4.50 per hour, for the period of standby scheduled by the Employer.

If the Employee is called to work from standby, she shall cease receiving standby premium for those hours that she works during the period of standby.

### 18.03 Call Back/Call In

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

18.04 Where an Employee has completed her or his regularly scheduled shift and is called in to work outside her or his regularly scheduled working hours, or where an Employee is called back from standby, such Employee shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at time and one-half (1½) her or his regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the Employee will receive time and one-half (1½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

Where an Employee is called back to work and it is not necessary to attend outside their home to complete the necessary work the Employee shall be paid a minimum of one (1) hours pay at time and one-half (1½) her or his regular straight time hourly rate, in the event the work takes longer that one (1) hour the Employee will be compensated one-half (½) hours pay at time and one-half (1½) her or his regular straight time hourly rate for each one half (½) hour or portion thereof.

An Employee shall be paid the call-back/call-in rate effective upon receiving the call.

All call back/call in compensation may be taken as pay or lieu time off at the Employee's request. Any time off must be scheduled by mutual agreement.

18.05 Flex Time

Flex time is the ad hoc adjustment of scheduled hours. Flex time includes adjusting the Employee's daily work schedule such that lesser or increased hours alter the Employee's scheduled hours of work, but which worked hours shall total seventy (70) hours within a pay period.

Flex time arrangements must be discussed between the employee and the manager (or designate) and approved by mutual agreement prior to the flex time being initiated or accrued by the employee. Such requests shall be assessed on the basis of the operational requirements of the Employer and in consultation with the work team. Additional premiums shall not apply.

When there is an unexpected and/or urgent patient driven situation and the employee makes a decision to flex their time in a given day in order to complete the interaction or requirements for a patient need, the employee must notify their manager by e-mail as soon as reasonably possible.

In the event that the flex time cannot be adjusted within the pay period because of client needs, such flex time may be adjusted in the following two (2) pay periods.

This arrangement differs from accumulated time owing as compensation time is earned for hours worked in addition to the normal work day.

18.06 Shift and Weekend Premium

(a) Shift Premium

An employee who is required to work after 4:30 p.m. shall receive an evening shift premium of \$1.85 for each hour worked after 4:30 p.m. in addition to the Employee's hourly rate.

Effective March 7, 2017, an Employee who is required to work after 4:30 p.m. shall receive a shift premium of one dollar and ninety cents (\$1.90) for each hour worked after 4:30 p.m. in addition to the Employee's hourly rate.

Effective April 1, 2018, an Employee who is required to work after 4:30 p.m. shall receive a shift premium of one dollar and ninety-five cents (\$1.95) for each hour worked after 4:30 p.m. in addition to the Employee's hourly rate.

(b) Weekend Premium

Employees shall receive a weekend premium of \$2.20 per hour worked on the weekend. A weekend is defined as all hours worked between 10:00 p.m. on Friday and 8:00 a.m. on Monday.

Effective March 7, 2017, Employees shall receive a weekend premium of two dollars and twenty-five cents (\$2.25) per hour worked on the weekend. A weekend is defined as all hours worked between 10:00 p.m. on Friday and 7.00 a.m. on Monday.

Effective April 1, 2018, Employees shall receive a weekend premium of two dollars and thirty cents (\$2.30) per hour worked on the weekend. A weekend is defined as all hours worked between 10:00 p.m. on Friday and 7.00 a.m. on Monday.

- (c) i) Employees shall not be entitled to both a shift premium and a weekend premium with respect to the same hours worked. Employees scheduled to work during the evening hours on a weekend shall receive the higher of the two premiums for those hours.
- ii) Employees who choose to flex their work day or work week will not be paid a shift premium or weekend premium unless the hours worked would attract a shift premium pursuant to the posted work staffing schedule.

**ARTICLE 19 – PENSION AND BENEFITS**

19.01 Full Time Employees

(a) Extended Health Care Plan

The Employer agrees to pay one hundred (100%) of the premium cost for the following benefits for eligible full-time Employees and their dependants:



- i) The Employer will provide for a cap on dispensing fee on prescriptions to eight dollars (\$8.00).
- ii) Employees will be enrolled in an Extended Health Care Plan including drug coverage with a direct pay card.  
  
Coverage will also be provided for Paramedical services. Acupuncturist, naturopath, osteopath, podiatrist, up to a maximum of \$300.00 for each service per year per insured person.  
  
Physiotherapist, chiropractor, and registered massage therapist up to a maximum of \$400.00 for each service per year per insured person.
- iii) Employees will be enrolled in a semi private hospitalization plan.
- iv) Employees will be enrolled in the vision care plan of \$350/24months; Eye exam up to \$75/24 months. Effective May 1, 2017, Employees will be enrolled in the vision care plan of \$400/person every 24 months with the ability to use coverage for laser surgery.
- v) Employees will be enrolled in a hearing aid plan of \$500/36 month period.
- vi) The Employer will enroll Employees in a deluxe travel plan.
- vii) Extended health care includes private duty nursing up to a maximum of \$25,000.

- (b) The Employer shall pay ninety percent (90%) of the monthly premiums for eligible Employees in a basic preventative dental plan (*with Ontario Dental Association Fee Schedule for the previous year*). The dental plan will be in accordance with Schedule “B”. Dental recall is 9 months for adults, and 6 months for children under 18.

Effective May 1, 2017, New Major Restorative (including, crowns, bridgework, repairs and implants) with insurance coverage on basis of fifty percent (50%) of cost per services at one thousand dollars (\$1000) annually.

- (c) The Employer will provide group life insurance and basic coverage to two and a half (2.5) salary to a maximum of \$175,000.00 and accidental death and dismemberment in the same amount.

## 19.02

### Part Time Benefits

- (a) Those regular part time or casual Employees who, as of April 15, 2009, were enrolled and participating in the full time benefit plans with a pro-rata cost sharing of the premium costs, will continue to be offered the option of participating in the said benefit plans with a pro-rata cost sharing of the premium costs provided such designated Employees continue to meet all eligibility requirements. Such Employees who opt to continue to participate

in the benefit plans will not receive a percent in lieu of fringe benefits but will receive 3 % in-lieu of holiday pay.

- (b) All other current regular part time or casual Employees as of the date of ratification or any new Employees will receive a percentage in lieu of benefits in accordance with Article 23.06.

19.03 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.

19.04 (a) 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.

- (b) The Employer will provide each Employee and the Union staff representative with the information booklets outlining all of the current provisions of the benefits plans defined in this Article.

19.05 Retirement Benefits

Employees who retire and are eligible for a pension under HOOPP may continue to be enrolled in those benefit plans prescribed in this Article, to the extent permitted by the terms and conditions of the benefit plans and subject to the terms and conditions of such benefits plans, provided that such Employees pay one hundred percent (100%) of the premium cost(s) of such plans. Such Employees shall be required to pay the premium cost(s) monthly in advance.

Note: The Parties to prepare a letter of understanding to grandfather those 2-3 Employees (to be identified) from Seaforth location who are currently in a 75%/25% cost sharing arrangement.

19.06 Ontario Health Insurance Plan

The Employer shall pay one hundred percent (100%) of OHIP through the Employer Health Tax for all Employees.

**ARTICLE 20 – SHORT TERM DISABILITY PLAN AND LONG TERM DISABILITY**

20.01 Previous Sick Leave Plan

Any sick leave plan (illness allowance plan) in existence immediately prior to April 14, 2009 shall be terminated and no longer in force or effect except for those provisions noted herein. April 14, 2009 shall be deemed to be the Transfer Date for purposes of this Article.

20.02 Effective the Transfer Date existing sick leave credits for each Employee under the above sick leave plan shall be converted to the credit of such Employee as a “sick leave bank”. The sick leave bank shall contain the unused sick leave days to the credit of such Employee as of the Transfer Date.

20.03 The sick leave bank may be utilized by such Employees:

- (a) To supplement payment for sick leave days, under the provisions of any Short Term Disability Plan and Long Term Disability Plan, which would otherwise be at less than full wages;
- (b) While awaiting approval of a claim for WSIB benefits.

20.04 The Employer will notify each such Employee of the amount of unused sick leave in her/his sick leave bank annually.

20.05 Sick Leave

The Plan is applicable only to full time Employees. This Plan will replace all predecessor short term disability plans, sick leave plans and illness allowance plans including the plan referenced in Article 20.01.

20.06 Sick leave will be payable under the Plan when a full time Employee is unable to perform her/his job duties due to a disability which is not compensable under the *Workplace Health and Safety Insurance Act*. It is understood that payment of sick leave benefits under the Plan is for the sole and only purpose of protecting Employees against the loss of income during such time of disability.

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.

20.07 Sick leave for full-time Employees shall be paid from the first (1<sup>st</sup>) day of disability for up to seventeen (17) weeks for every unrelated incident of disability. The amount of sick leave benefit payable under the Plan is based on length of service according to the following:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>70% SALARY</u>
During probationary period	n/a	n/a
Completion of probation to 1 year	1 weeks	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	6 weeks	11 weeks
6 years but less than 7 years	7 weeks	10 weeks
7 years but less than 8 years	8 weeks	9 weeks
8 years but less than 9 years	9 weeks	8 weeks
9 years but less than 10 years	10 weeks	7 weeks
10 years but less than 11 years	11 weeks	6 weeks
11 years but less than 12 years	12 weeks	5 weeks
12 years but less than 13 years	13 weeks	4 weeks
Over 13 years	17 weeks	0 weeks

- NOTE:
- i) Short term disability benefits are based on an Employee's regular earnings and paid through normal payroll.
  - ii) Short term disability benefits will be paid for as many separate and

distinctive periods of short term disability absences as may occur. However, successive short term disability absences due to the same cause will be treated as a continuation of the original disability, unless the periods of absence are separated by a return to active pre-illness/injury status of employment for a period of at least four (4) continuous weeks.

- iii) An Employee who is on a short term modified work program is not considered to be actively at work.

This clause shall be interpreted in a manner consistent with the Human Rights Code.

- iv) Health and life insurance benefits will continue during a short term disability absence.

- v) An Employee is not eligible for short term disability benefits while on pregnancy, adoption or parental leave.

20.08 The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to return to full or modified work. Where this information is required a written request will be given to the member to be forwarded and responded to by her treating physician.

20.09 The Employer shall reimburse an Employee for the full cost of any medical certificate that is required by the Employer.

20.10 In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an Employee, the Employer and the Union shall have a meeting to discuss the need for an independent medical assessment. At this meeting the Employer and the Union shall attempt to agree on a physician/health practitioner to perform the medical assessment. Where the parties are unable to agree the Employer shall provide the names of three (3) practitioners from which the member and her physician shall pick one to perform the assessment.

20.11 Vacations-Interruptions

- (a) Where an Employee's scheduled vacation is interrupted or interfered with due to serious personal illness, as certified by a medical certificate, the period of such illness shall be considered as sick leave.
- (b) Where an Employee's scheduled vacation is interrupted due to a bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 13.03.
- (c) The portion of the Employee's vacation which is deemed to be bereavement leave under the above provision will not be counted against the Employee's vacation credits.

20.12 An Employee absent due to illness or disability shall notify her Manager or designate of her inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made no later than one (1) hour after the start of the Employee's scheduled shift.

20.13 An Employee returning to work following an absence due to sickness or disability shall notify her Manager or designate as far in advance as possible.

20.14 It is agreed that whenever an Employee shall recover from a third party (save and except any self insured benefits) any amount claimed for loss of wages or sick leave in accordance with paragraph Articles 20.07 above, he/she shall repay to the Employer forthwith. The equivalent amount of any sick leave which may have been deducted shall be restored to such Employee. It is understood that this Article constitutes a written authorization within the meaning of Section 13(3) of the Employment Standards Act and provides a formula for determining the specific amount that may be subject of the authorization within the meaning of Section 13(5) a) of the Employment Standards Act.

20.15 Long Term Disability Plan

(a) The Employer agrees to pay 80% of the premium cost for a long term disability plan for full time Employees.

The basic benefits are as follows:

i) The plan provides for all full-time Employees who have completed their probationary period to be eligible to apply for a long term disability benefit.

ii) After a qualifying period of 119 calendar days of continuous disability, the Employee will be eligible for long term disability payments in the amount of sixty-six percent (66%) of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of \$4,000.00 per month.

(b) An Employee who is receiving payment under the long term disability plan shall not accrue vacation or years of service credits.

(c) The Employer shall maintain the extended health and dental benefits of an Employee who is receiving long term disability benefits for twenty-four (24) months from the original date of illness or injury.

(d) LTD benefits will be administered in accordance with and will be subject to the terms and conditions of the LTD plan. The Employer has no obligation with respect to the LTD plan beyond the payment of any premiums as set forth in this Collective Agreement.

**ARTICLE 21 – JOB SHARING**

21.01 To recognize that some Employees desire a more flexible working arrangement than is currently provided in the Collective Agreement, the Employer and the Union have agreed to participate in job sharing.

“Job Sharing” is defined as an arrangement whereby with the approval of the Senior Director Human Resources or designate, two Employees share the hours of work of what would otherwise be one full time position.

The Union agrees to modify specific aspects of the Collective Agreement for the purpose of this arrangement with the understanding that the Employees involved in this arrangement will be treated as regular part time Employees and will be entitled to all provisions of the Collective Agreement as provided for a regular part-time Employee, except as herein amended.

21.02

The Employer may limit the total number of job share arrangements.

- (a) Only a full time position in the bargaining unit may be job shared, and it is understood that the integrity of the full time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by two (2) Employees.

Accordingly, upon the termination of a job sharing arrangement, the shared position will revert to a full time position.

- (b) If two (2) full time Employees wish to job share and the Employer agrees, the full time position being shared need not be posted. The vacant full time position will be posted in accordance with this Collective Agreement.
- (c) An incumbent full-time Employee wishing to job share her position may do so if approved by the Senior Director Human Resources or designate. Upon such approval, the job share arrangement (the other half of the Employee's position) will be posted and selection will be made in accordance with the provisions of the Collective Agreement. If there is no successful applicant to the posting, the approval of the Director, Client Services or designate will be rescinded.
- (d) If one of the job sharers leaves the arrangement, and if the remaining job sharing Employee was a full-time Employee prior to job sharing, then the Employee shall be given the first opportunity for the full-time position prior to posting. If the job share remains open then the open portion of the job share position will be posted. If there is no successful applicant to the posting, the shared position will revert to a full time position. If posted, the position must be posted in accordance with the Collective Agreement. If the remaining partner to the job-share position was a casual or regular part time Employee prior to job sharing, then the Employee will revert to their former status and position (if still available) if the job-sharing position is discontinued or if the remaining portion cannot be filled through the posting process. If the former position is no longer available for such Employee then the layoff provisions of the Collective Agreement will apply.
- (e) Nothing herein shall be interpreted to imply the creation of two (2) regular part-time positions out of the sharing of one full-time position.

21.03

Discontinuation

Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuance shall not be unreasonable or arbitrary.

Upon the discontinuation of the job sharing arrangement, the posting provisions of the Collective Agreement will apply to the full time position. The layoff provisions of the Collective Agreement will apply to the incumbents in the position.

21.04 Hours of Work

The manner and/or method of job sharing (whether 50/50 or 60/40) and distributing the hours involved must be in accordance with the job sharing program terms of reference and will be decided upon by the Employees themselves in consultation with the work team and the Senior Director, Human Resources or designate.

Coverage

- (a) It is expected that job sharers will cover each other's incidental illness or absences if possible. Job sharers are not required to cover for their partner in the case of prolonged or extended absences or illness.
- (b) In the event that one member of the job sharing arrangement applies for any Leave of Absence under Article 13 the coverage will be negotiated between the Senior Director, Human Resources or designate, the members of the job sharing arrangement and the work team, with the expectation that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (c) Where job sharers agree to cover for each other's vacation, they will not be included in any vacation quota.
- (d) The Float Holiday as described in Article 15 will be prorated according to hours worked.

**ARTICLE 22 – MISCELLANEOUS**

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

22.02 Proof of Employment – Financial Disclosure

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

Proof of Employment – Recent Related Experience Disclosure

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

22.03 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee,

will provide the employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.

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

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

22.05 Flu Vaccine

The parties agree that influenza vaccinations may be beneficial for clients 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, she or he 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, the Employee can use banked lieu or vacation credits in order to keep pay whole.
- (e) If an Employee is unable to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, the Employee will be reassigned during the outbreak period. The cost of such medical certificate will be paid by the Employer, once proof of payment has been submitted.



- (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.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

22.06 Prior to effecting any changes in rules or policies which affect Employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

22.07 The Employer agrees to provide and maintain WSIB coverage for all Employees.

22.08 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the Employees.

22.09 Where an Employee makes prior arrangements for time off such Employee shall not be scheduled to work any other shift that day.

22.10 The Employer will pay the full cost of police checks for existing Employees who require same. The Employer will pay the full cost of police checks for all Employees who require an updated check.

22.11 Technological Changes

The Employer agrees to give as much advance notice as is reasonably possible, of any technological change(s) affecting Employees in the bargaining unit and will, if so requested in writing, meet with the Union to discuss such change(s). The employer will provide paid in service training to all affected Employees.

At least forty-five (45) calendar days notice will be given to the Union if any such change(s) displaces an existing permanent Employee(s).

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.

22.12 The Employer will continue to supply the medical equipment and technology required to perform the job duties. Requests for new technology and equipment will not be unreasonably denied.

## **ARTICLE 23 – SALARIES AND CLASSIFICATION**

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

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

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

23.03 Claim for previous related experience, if any, by newly hired Employees after the date of ratification of this agreement, shall be made in writing by the Employee at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the Employee's date of hire. The Employee shall co-operate with the Employer by providing verification of previous related experience so that her or his previous related experience may be determined and evaluated during her or his probationary period. Having established the previous related experience, the Employer will credit such Employees with one (1) annual service increment for each year of related experience up to the maximum of the salary grid.

23.04 Grid Progression

- (a) Each full-time Employee automatically progresses on the grid on her/his anniversary date. With the exception of Pregnancy and Parental Leave under the *Employment Standards Act*, the anniversary date shall be adjusted in the event the Employee is absent from work in excess of one (1) month.
- (b) Part-time and casual Employees shall advance on the salary grid in Schedule "A" on the basis of one (1) year is equivalent to fifteen hundred (1500) paid hours.
- (c) A full time Employee who transfers to part time or casual or vice versa within the same classification will assume her same level on the salary grid as at the time of transfer.

23.05 Pay day shall be bi-weekly. Payroll will be issued by direct deposit. Pay stub information will be provided to each Employee and will include the balance of vacation time and compensating time up to date, subject to systems limitations and common data base.

23.06 Regular Part Time and Casual Employees

- (a) Regular part time and casual Employees will be paid thirteen percent (13%) in lieu of all fringe benefits or nine percent (9%) if participating in HOOPP.

It is understood and agreed that the 9% or 13%, as applicable, paid in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

It is understood and agreed that holiday pay is included within the percentage paid in lieu of fringe benefits.

**ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

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

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

- 24.02 The following principles shall govern the resolution of issues:

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

- 24.03 The following process shall be followed:

- (a) In the event that a professional practice or workload issue arises that affects an individual employee or a group of employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the employee(s) shall within five (5) work days document their professional practice issue in writing (using the form set out in Appendix 2) and forward it to their Manager.
- (b) Within ten (10) work days of receiving a form, a meeting to discuss the professional practice issue shall be held with the employee(s), a Union representative, the Manager, and the Senior Director, Client 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 25 – ORIENTATION AND IN-SERVICE**

25.01 The Employer recognizes the need for an Orientation Program for newly hired employees of such duration as it may deem (to be not less than 10 working days) appropriate taking into consideration the needs of the Employer and the Employee involved.

## **ARTICLE 26 – CAR ALLOWANCE**

26.01 Each Employee covered by this Agreement who is required to operate her automobile in the course of her employment shall carry Public Liability and Property Damage Insurance to a minimum of \$1,000,000.00 (1 Million dollars).

26.02 Employees will be paid not less than forty-seven (\$0.47) cents per kilometre driven. Effective March 7, 2017, the rate will be forty-eight (\$0.48) cents per kilometer driven. Effective April 1, 2018, the rate will be forty-nine (\$0.49) cents per kilometer driven. This amount will be amended upward to reflect any changes as per the LHIN mileage policy.

- (a) The Employer will provide parking lot access cards (where applicable) and pay for receipted parking for all Employees while on assignments.
- (b) The parties further agree that there will be no charge for parking on the Employer's premises for the term of this Collective Agreement.

26.03 Mileage will be paid from the Employee's respective 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 she shall receive the lesser of the mileage between the Office and the call or home and the call.

**ARTICLE 27 – CELLULAR PHONES**

27.01 Employees who are normally required by the Employer to utilize a cell phone for LHIN business shall be provided with a cellular phone for business use by the Employer at the Employer's expense.

**ARTICLE 28 – DURATION AND RETROACTIVITY**

28.01 This Agreement shall continue in effect until March 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

28.02 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.

28.03 Retroactivity will be paid within two (2) full pay periods of the date of the ratification on the basis of hours paid. Retroactive pay will be paid by a separate deposit.

**SIGNING PAGE**

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

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

Care Coordinator

	<b>APRIL 1, 2019</b>	<b>APRIL 1, 2020</b>	<b>APRIL 1, 2021</b>
Step 1	\$34.75	\$35.27	\$35.80
Step 2	\$36.10	\$36.65	\$37.19
Step 3	\$37.56	\$38.12	\$38.69
Step 4	\$39.02	\$39.60	\$40.20
Step 5	\$40.55	\$41.16	\$41.77
Step 6	\$42.14	\$42.77	\$43.42
Step 7	\$43.83	\$44.49	\$45.15
Step 8	\$45.53	\$46.22	\$46.91

Nurse Practitioner

	<b>APRIL 1, 2019</b>	<b>APRIL 1, 2020</b>	<b>APRIL 1, 2021</b>
Step 1	\$48.01	\$48.73	\$49.46
Step 2	\$50.40	\$51.16	\$51.93
Step 3	\$52.80	\$53.59	\$54.40
Step 4	\$55.21	\$56.03	\$56.87
Step 5	\$57.61	\$58.48	\$59.35
Step 6	\$60.01	\$60.91	\$61.82
Step 7	\$62.71	\$63.65	\$64.60

Clinical Lead – Wound Care

	<b>APRIL 1, 2019</b>	<b>APRIL 1, 2020</b>	<b>APRIL 1, 2021</b>
Step 1	\$39.81	\$40.41	\$41.02
Step 2	\$42.30	\$42.93	\$43.57
Step 3	\$44.79	\$45.46	\$46.14
Step 4	\$47.28	\$47.99	\$48.71
Step 5	\$49.77	\$50.52	\$51.28
Step 6	\$52.26	\$53.04	\$53.84
Step 7	\$54.74	\$55.56	\$56.39

**SCHEDULE "B"  
DENTAL PLAN DESCRIPTION**

**DENTAL BENEFITS  
TYPE A – BASIC SERVICES**

1. DIAGNOSTIC SERVICES

Services required to evaluate existing conditions, including:

- consultations and biopsies
- oral examinations\*\*
- bitewing x-rays\*\*
- complete mouth x-rays or panoramic films (once in any 24 months).

2. PREVENTATIVE SERVICES

Services required to prevent dental disease, including:

- dental cleaning\*\*
- oral hygiene instruction\*\*
- application of fluoride\*\*
- pit and fissure sealants for dependent children under age 18.

3. ROUTINE RESTORATIVE SERVICES

Services required for the treatment of dental cavities, including:

- amalgam, acrylic or composite fillings
- prefabricated metal or plastic restorations

4. ROUTINE SURGICAL SERVICES

Routine extractions (including wisdom teeth) and the anaesthesia required to do them are eligible.

5. WHAT IS NOT COVERED UNDER THE BASIC DENTAL SERVICES?

- examinations by a Specialist
- protective appliances (such as mouthguards) and space maintainers
- all extensive restorative services
- all major surgical services (other than the routine extractions in #4 above).

\*\*See the Recall Examination Period in the Schedule of Benefits for how often a recall examination is eligible.



## **DENTAL BENEFITS**

### **TYPE A – BASIC SERVICES – OPTIONS**

The following Type A Basic Services Options are eligible only if the Schedule of Benefits indicates they are eligible.

#### SPACE MAINTAINERS OPTION (eligible only if shown in the Schedule of Benefits)

This Option pays for space maintainers if used as a preventative measure to maintain space. Space regainers used to move teeth or used for orthodontics are not covered.

#### MAJOR SURGICAL SERVICES OPTION (if shown in the Schedule of Benefits)

This Option covers major surgical services such as:

- major oral surgery (other than routine extractions which are covered under the Routine Surgical Services of the Basic Dental Plan)
- necessary sutures (stitches)
- post-operative treatment and related general anaesthesia
- alveoloplasty, gingivoplasty, osteoplasty and frenectomy (your Dentist should tell you if any of these conditions apply and explain them to you).

Surgical services to prepare for orthodontics or major restorative services (other than fillings) are not covered under this Major Surgical Service option.

#### PERIODONTAL SERVICES OPTION (if shown in the Schedule of Benefits)

This Option pays for services required to treat the soft tissues and bone that support the teeth, including gingivectomy and osseous surgery. Periodontal scaling is subject to the maximum number of units specified in the Dental section in the Schedule of Insurance.

#### ENDODONTIC SERVICES OPTION (if show in the Schedule of Benefits)

This Option covers services required to diagnose or treat the following:

- root canals
- diseases of the tooth pulp
- disease of the periapical area.

#### DENTURE REPAIR SERVICES OPTION (if shown in the Schedule of Benefits)

This Option pays for services that are required to:

- rebase and reline removable full or partial dentures
- repair broken dentures
- add teeth to partial dentures (provided the natural tooth is extracted while the insured person is covered under this Group Plan).

The making of dentures is not covered under Denture Repair Services option.

## 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 A L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:	
STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
ON-09 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE			

**APPENDIX 2**  
**PROFESSIONAL RESPONSIBILITY REPORT FORM**

**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.

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

**SECTION 1: GENERAL INFORMATION**

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

**SECTION 2: DETAILS OF OCCURRENCE**

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

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

Applicable Regulatory College: \_\_\_\_\_

Applicable Standards of Practice/Policies/Procedures: \_\_\_\_\_

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

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

**SECTION 4: REMEDY/SOLUTION**

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

(B) Did you discuss the issue with a manager (or designate) immediately or on your next working day?  
 Yes  No Date [Click here to enter a date.](#)  
Provide details – (include names)

**SECTION 4: REMEDY/SOLUTION**

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:

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

**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: <a href="#">Click here to enter a date.</a>	Time:

**SECTION 7: MANAGEMENT COMMENTS**

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

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

**SECTION 8: RESOLUTION/OUTCOME**

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

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

Signatures:

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

**GUIDELINES AND TIPS ON ITS USE**

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

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

**STEPS IN PROBLEM SOLVING PROCESS**

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

**TIPS FOR COMPLETING THE FORM**

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

**LETTER OF UNDERSTANDING #1**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: UNION BUSINESS DAYS**

The Parties agree as follows:

- (a) The Employer will grant the Bargaining Unit President, up to four (4) working days per month with pay for the conduct of Union Business;
- (b) The leave will be scheduled at a time or times mutually agreeable to the Bargaining Unit President and her manager;
- (c) The Bargaining Unit President will make herself available for meetings with the Employer as required during the leaves scheduled under this paragraph;

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

**LETTER OF UNDERSTANDING #2**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: JOB SHARER**

All Job Sharer Employees who, as of April 15, 2009, participated in the benefit of short disability coverage may elect to continue short disability coverage for the term of this Collective Agreement. If such an Employee so elects to continue short term disability coverage, the payment in lieu of benefits will be reduced from 13% to 10%.

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan



**LETTER OF UNDERSTANDING #3**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: LONDON AND STRATHROY OFFICES**

Full time Employees on staff prior to May 1, 1989 will not be permanently reassigned between the Strathroy and London offices without their consent.

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

**LETTER OF UNDERSTANDING #4**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: TEAM IN OFFICE COORDINATION CARE COORDINATOR**

When a Care Coordinator is assigned Team In Office Coordination Care Coordinator duties, the Employer will pay such Care Coordinator a premium of one dollar and twenty cents (\$1.20) per hour for all hours worked while performing in this capacity.

This Letter of Understanding shall only apply to employees who are in receipt of the above premium as of March 7, 2017.

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

**LETTER OF UNDERSTANDING #5**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: LME RAPID RESPONSE NURSE TEAM – EXTENDED HOURS WORK SCHEDULE**

WHEREAS the parties entered into a Letter of Understanding September 5, 2013;

AND WHEREAS the parties want to implement a schedule that incorporates nine (9) hour shifts;

NOW THEREFORE the parties agree to implement the schedule on a without prejudice and precedent basis to any other matter subject to the following conditions:

1. The LME (London, Middlesex, Elgin) Rapid Response Nurse team members will work a four (4) month schedule that allows for seven extended shifts of nine (9) hours (paid) and one seven (7) hour (paid) shift within a two (2) week pay period as defined by the rotation in the attached schedule.
2. Overtime is applicable as per Article 17.09.
3. Vacation accrual, entitlement and scheduling shall be in accordance with Article 16. Vacation periods provided in Article 16 and vacation hours taken will be calculated dependent on the vacation day requested.
4. Paid holidays shall be in accordance with Article 15.01. Whenever a Statutory Holiday falls on a day in which an Employee scheduled to work a nine (9) hour shift, statutory holiday premium pay will be calculated based on a nine (9) hour work day. Statutory holiday pay shall continue to be calculated on the basis of seven (7) hours. If a Statutory Holiday falls on an Employee's regularly scheduled day to work and the Employee is off, the Employee will receive seven (7) hours holiday pay and may opt to be made whole by scheduling two (2) hours of vacation, utilizing any compensatory time or offering to be scheduled to work two (2) hours within the pay period.
5. Float entitlement shall continue to be based on fourteen (14) hours.
6. This Letter of Understanding will be in effect for the scheduling period starting May 10, 2014 and will continue for an indefinite period of time.
7. During the term of this Letter of Understanding, the Letter of Understanding may be discontinued by either party with thirty (30) days' notice in writing.

8. All articles in the Collective Agreement will apply unless amended through this Letter of Understanding.
9. The parties agree that this Letter of Understanding is enforceable under Article 8 of the Collective Agreement.

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

**LETTER OF UNDERSTANDING #6**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: GREY/BRUCE (GB) RAPID RESPONSE NURSE TEAM - EXTENDED HOURS WORK SCHEDULE**

**WHEREAS** the parties entered into a Letter of Understanding dated May 6, 2014;

**AND WHEREAS** the parties want to implement a schedule that incorporates eight (8) hour shifts;

**NOW THEREFORE** the parties agree to implement the schedule on a without prejudice and precedent basis to any other matter subject to the following conditions.

1. The GB (Grey/Bruce) Rapid Response Nurse team members will work a four (4) month schedule that incorporates extended shifts of eight (8) hours (paid), along with seven (7) hour shifts (paid), within a two (2) week pay period.
2. Overtime is applicable as per Article 17.09.
3. Vacation accrual, entitlement and scheduling shall be in accordance with Article 16. Vacation periods provided in Article 16 and vacation hours taken will be calculated dependent on the vacation day requested.
4. Paid holidays shall be in accordance with Article 15.01. Whenever a Statutory Holiday falls on a day in which an employee is scheduled to work an eight (8) hour shift, statutory holiday premium pay will be calculated based on an eight (8) hour shift. Statutory holiday pay shall continue to be calculated on the basis of seven (7) hours. If a Statutory Holiday falls on an employee's regularly scheduled day to work and the employee is off, the employee will receive seven (7) hours of holiday pay and may opt to be made whole by scheduling one (1) hour of vacation for an eight (8) hour shift, utilizing other compensatory time (*Float, Banked Overtime or Banked Statutory Holidays*) or by offering to be scheduled to work one (1) additional hour, for an eight (8) hour shift, within the pay period.
5. Float entitlement shall continue to be based on fourteen (14) hours.
6. This Letter of Understanding may be discontinued by either party with thirty (30) days' notice in writing.

7. All articles of the Collective Agreement will apply unless amended through this Letter of Understanding.
8. The parties agree that this Letter of Understanding is enforceable under Article 8 of the Collective Agreement.

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

**LETTER OF UNDERSTANDING #7**

B E T W E E N:

**SOUTHWEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: THE ELECTRONIC SUBMISSION OF DUES INFORMATION**

1. Notwithstanding Article 7.01 of the Collective Agreement, the Parties hereby agree to enter into an electronic submission of dues information effective August 5, 2016.
  - (a) ONA will provide the Employer with an Excel Template containing the type and order of data required.
  - (b) The Employer will identify each electronic submission by applicable Local #, Bargaining Unit Name, ONA Dues Month (based on when the members worked) and Reference # (related to reference # of the applicable direct deposit of dues payment).
2. The Employer will populate the Excel Template as provided by ONA including any data currently provided on the hard copy dues lists as identified within the Collective Agreement and/or was previously provided on the hard copy dues lists.
3. The Employer will provide completed Excel CSV file to ONA via account [edues@ona.org](mailto:edues@ona.org)
4. The Employer will submit electronic submission of dues information within five (5) business days of direct deposits of related dues funds.
5. The Employer will continue to provide the Local and Bargaining Unit with a copy of the electronic submission of dues information.
6. If ONA has any questions regarding the contents of an electronic submission, the employer/payroll department will provide requested clarity within five (5) business days.
7. ONA and/or the Employer reserves the right to terminate the electronic submission of dues information if the Employer fails to provide the required information, formatted in the ONA template provided or does not promptly address any concerns related to the submission of electronic dues list.

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan



**LETTER OF UNDERSTANDING #8**

B E T W E E N:

**SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: NURSE PRACTITIONERS**

The parties have made the agreements with respect to the following terms and conditions of the Nurse Practitioners.

**1. Pension and Benefits**

Nurse Practitioners who were included in the Bargaining Unit as of the settlement date of March 9, 2018 will be grandfathered under their existing benefit plan. This includes the current premium cost sharing structure.

Newly hired Part time Nurse Practitioners will be paid a percentage of pay in lieu of benefits in accordance with Article 23.06.

Newly hired Nurse Practitioners will be enrolled in the Extended Health Care plan in accordance with Article 19.01 (a) and (b) with the exception of the LTD maximum benefit of \$6000 per month.

Life Insurance will be paid at 2.5 times annual earnings of the Nurse Practitioner to a maximum of \$300,000 and accidental death and dismemberment in the same amount.

Articles 19.03 - HOOPP, 19.04 (a) and (b) – change in benefit carrier, 19.05 – retirement benefits and 19.06 – OHIP shall apply to all Nurse Practitioners.

**2. Short Term Disability Plan and Long Term Disability**

Upon ratification, Nurse Practitioners will be covered under Article 20 of the Collective Agreement with the exception of 20.01, 20.02 and 20.16 (a) (ii) with respect to only the LTD maximum benefit which will be \$6000 per month, while in receipt of LTD benefits.

The accrual of sick days will cease to accumulate as of the date of ratification. These sick leave credits will be converted into a "Sick Leave Bank" and can be used in accordance with Article 20.03.

Newly hired Nurse Practitioners will be covered by Article 20.16 with respect to their long term disability coverage with the exception of the LTD maximum benefit which will be a maximum of \$6000 per month, while in receipt of LTD benefits.

**3. Overtime, Other Premium Payments and Allowances**

Nurse Practitioners will continue to receive a \$4000 stipend annually, consistent with the Employer’s current practice, in lieu of overtime payments as set out in Article 17.09(a)-(d), other premiums and allowances contained in Article 18.

**4. Flex Time**

Flex time is the ad hoc adjustment of scheduled hours. Flex time includes adjusting the Nurse Practitioner daily work schedule such that lesser or increased hours alter the employee’s scheduled hours of work, but which worked hours shall total seventy-five (75) hours within a pay period.

Flex time arrangements must be discussed between the Nurse Practitioner and the manager (or designate) and approved by mutual agreement prior to the flex time being initiated or accrued by the Nurse Practitioner. Such requests shall be assessed on the basis of the operational requirements of the employer and in consultation with the work team. Additional premiums shall not apply.

When there is an unexpected and/or urgent patient driven situation and the Nurse Practitioner makes a decision to flex their time in a given day in order to complete the care, follow up, interaction or requirements to meet the patient’s needs, the Nurse Practitioners must notify their manager by e-mail as soon as reasonably possible.

In the event the flex time cannot be adjusted within the pay period because of patient needs, such flex time may be adjusted in the following two (2) pay periods.

**5. Professional Development**

Nurse Practitioners are entitled to access up to 60 hours with pay annually, to attend Professional Development courses or conferences with prior approval of their manager (or designate).

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan

**LETTER OF UNDERSTANDING #9**

B E T W E E N:

**SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK**  
(Hereinafter referred to as the "Employer")

A N D:

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

**RE: ORGANIZATIONAL AND LEGISLATIVE CHANGES**

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

DATED AT London, ONTARIO, THIS 16th DAY OF December, 2019.

**FOR THE EMPLOYER:**

Hilary Anderson

Susan Morgan

**FOR THE UNION:**

Shannon Hunt  
Labour Relations Officer

Andrea Fagan