

**COLLECTIVE AGREEMENT**

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

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

**A N D:**

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

Expiry: March 31, 2022

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## **ARTICLE 1 – PURPOSE**

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

It is recognized that the parties wish to work cooperatively to provide the best possible health services for 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 The Employer recognizes the Union as the exclusive bargaining agent of all Care Coordinators, Placement Coordinators, Education Coordinators, Professional Practice Clinical Educators, Psycho-Geriatric Resource Consultants, Specialized Geriatric Assessors, Nurse Practitioners, Advance Practice Nurses, Registered Nurses, Care Connectors, Registered Practical Nurses, Home and Community Care Therapist, Advanced Practice Clinician, Professional Practice Educators, Clinical Nurse Specialist and Hospice Palliative Consultants employed by the Waterloo Wellington Local Health Integration Network, save and except Supervisors and persons above this classification and students.

2.02 Full-Time

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

2.03 Temporary Full-Time

A temporary full-time employee is someone who is engaged to perform a fixed term or task on a full-time basis. Such fixed terms or tasks will be greater than three (3) months in length, and will not normally exceed an eighteen (18) month period, unless the parties agree otherwise in writing. For the purpose of back filling pregnancy/parental leave only, the period will be twenty (20) months.

At the end of the fixed term or task the employee shall revert to her/his former status. When an employee accepts such an assignment she/he shall not be considered for another temporary assignment if accepting such assignment will require her/him to leave her/his current assignment before the end of the fixed term or task.

Such an employee is to be treated as a regular part-time employee for all purposes under the collective agreement. Notwithstanding the above, where the position is filled by an existing employee, the incumbent retains her/his previous “status” while filling the temporary position.

2.04 Regular Part-Time

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

## 2.05 Casual Part-Time

A casual employee is someone who:

1. Does not have any guaranteed hours of work;
2. May be called to work as and where required;
3. Has no regular scheduled hours on an on-going basis, but will appear on the posted schedule whenever possible;
4. Casual employees will provide availability for a minimum of five (5) working days per month, in addition must be available to work at least 2 weekends out of a 6 week rotation. Employees will notify scheduling by email if their submitted availability changes once the monthly schedule has been posted.

In addition a casual employee may work for a fixed term or task that will not exceed:

- (a) six (6) months for the purpose of filling a vacant position that has been posted as per Article 10.03,
- (b) Eighteen (18) months if replacing an employee absent on leave, or in another term position, unless the parties agree otherwise in writing.

The Employer shall not use the casual employees for the purpose of restricting the number of regular full-time or regular part-time positions. Casuals performing assignments, that were not first offered to other bargaining unit members, on the basis of seniority, may not rely on "qualifications" gained from that work in any future job postings.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union recognizes the right of the Employer, subject to the terms of this Collective Agreement to:

- (a) operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Employer by statute;
- (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 the employees. The Employer recognizes that the foregoing is subject to the right of the employees concerned to lodge a grievance in the manner and extent herein provided;
- (c) select, hire, discipline, discharge, transfer, assign hours of work, assign to shifts and schedule overtime, promote, demote, classify, lay off, recall, suspend and retire 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, early retirement, discipline or suspension, or a claim by an employee of being discharged without cause, may become the subject of a grievance and be dealt with as herein provided;

- (d) direct the working forces, the right to plan, direct and control the operations of the Employer, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the extent of the Employer's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

#### **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/his rights under the Collective Agreement.

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

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

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

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

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

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her/his 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/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/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.

4.04 Should the Employer require existing employees to obtain a Criminal Reference Check, the Employer will pay the cost of the Criminal Reference Check. The request will abide by the Human Rights Code. Employees will cooperate with the Employer in providing consent to release information to a third party working on behalf of the LHIN to obtain the Criminal Reference Check.

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

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

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

##### 6.01 Union Representatives

The Employer agrees to recognize three (3) Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

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

##### 6.02 Local Negotiating Committee

- (a) A negotiating committee of four (4) employee representatives appointed by the union including the bargaining unit president.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and

including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee's participation in bargaining. 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 four (4) employee representatives appointed by the Union and four (4) employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee.

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

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

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

#### 6.05 A Grievance Committee, that shall be composed of not more than four (4) Union members, one of whom shall be the chair. Not more than three (3) Union Representatives to assist employees in the presentation of any complaints or grievances that may arise if the Union representatives' assistance is requested by the allegedly aggrieved employee. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.



## 6.06

Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the bargaining unit. The number of committee members will be no less than that determined by legislation and the bargaining unit will be entitled to the same membership as any other employee group on the committees. The Union shall notify the employer of their representatives.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25(2)(h)*].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (j) The employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (k) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate

and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

#### 6.07 Workplace Violence

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

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

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

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

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

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

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

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

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

6.11 The Union shall have the right at any time to have the assistance of a representative or a consultant of the Ontario Nurses' Association.

6.12 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

6.13 Correspondence

All correspondence between the parties shall pass to and from the Director of HR or designate and the Bargaining Unit President with a copy going to the LRO of the Union.

## **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

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

7.03 Indemnification

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

#### 7.04 New Employees

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

On or before the commencement of her/his 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 Grievance

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

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

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

- 9.01 Seniority & Service

- (a) Seniority and service will be based on last date of hire for full-time employees and will accrue on the basis of hours paid for part-time employees.
- (b) One year of full time service and seniority shall be equivalent to (fifteen hundred hours, 1500 hours) paid hours of part-time service and seniority.
- (c) Casual employees will accrue seniority and service on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the collective agreement except that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.

- (d) Seniority shall be a factor used in determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters. Seniority will be determined by the most recently posted seniority list.
- (e) Service is used to determine pay level (i.e. salary progression), sick leave credits, vacation pay, statutory holiday entitlement and any other compensation issues.
- (f) Seniority shall be interchangeable from full-time to part-time and vice-versa, subject to the conditions as set forth in this Collective Agreement.

#### 9.02 Conversion

It is understood that when a part-time employee's seniority and service is converted to full-time the conversion date shall not predate the employee's most recent date of hire.

#### 9.03 Probationary Period/Probationary Employee

- (a) A full time employee shall be considered as a probationary employee for a period of eight hundred twenty-five (825) hours worked from the employee's date of hire. All other employees shall have a probationary period of eight hundred twenty-five (825) hours worked or eight (8) months whichever is lesser. During such period the employee shall be subject to ongoing assessment which shall be reviewed regularly with the employee and may be released at any time following the second assessment without recourse to the grievance and arbitration procedure except where such access is required by statute. Employees that have successfully reached the end of their probationary period will be notified by email.

- (b) Classification Transfer

In the event that employees who have not completed their probationary period transfer to another classification such employees must complete both the probation period remaining (as outlined in the applicable sections of existing clause 9.03 (a) and the trial period (as outlined in existing clause 10.05). Both the remaining probation period and trial period shall run concurrently.

#### 9.04 Seniority List

The Employer shall maintain a seniority list showing the effective seniority date and date of hire and classification for each permanent employee. An up-to-date copy of this list will be given to the Union by the first of March and September of each year reflecting seniority status as of December 31st and June 30th respectively. Employees shall have ninety (90) calendar days from the date on the seniority list to notify the Director of HR or designate, in writing, of any errors etc. to changes or additions noted since the previously posted list. The seniority list shall be posted electronically for all sites.

#### 9.05 Seniority shall be lost and employment terminated:

- (a) When an employee resigns or retires;

- (b) When an employee is discharged and is not reinstated through the grievance procedure;
- (c) When an employee is on layoff for a period of twenty-four (24) continuous months;
- (d) When an employee is absent from active employment for a period in excess of twenty-four (24) continuous months for reasons other than layoff, unless expressly provided for otherwise elsewhere in this agreement;
- (e) When an employee is absent from scheduled work without notifying the Employer and without providing a reasonable excuse for a period in excess of three (3) consecutive scheduled working days;
- (f) When an employee uses a leave primarily for a purpose other than that for which it was granted;
- (g) When an employee fails to return to work in accordance with Article 11 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address;
- (h) When a casual employee does not make themselves available for work for a period of four (4) months or more unless on an approved leave of absence or such non-availability is related to disability.

The Employer and the Union will abide by the *Ontario Human Rights Code*.

#### 9.06 Transfer Outside Bargaining Unit

An employee who is transferred to a position outside of the bargaining unit for up to one year shall retain but not accumulate seniority while in that position. For the purpose of backfilling pregnancy/parental leave only, the period will be twenty (20) months. Any extension to such transfer will be negotiated by the parties. An employee will only be covered for a subsequent transfer out of the bargaining unit if in the interim they had returned to and worked in a bargaining unit position for at least the same duration as their previous assignment outside the bargaining unit.

- 9.07 Where the length of seniority is the same, the date of employment acceptance will decide the most senior employee. Where the acceptance date is the same, the employee with the earliest birthday (month then day) will decide the most senior employee.

### **ARTICLE 10 – JOB POSTING**

- 10.01 Where a position is posted, the posting shall include the following information: Full Time or Part Time Status; Job Title; Office Location; Initial Hours of Work; Initial Assignment.
- 10.02 Incumbents applying for another posted position within twelve (12) months from the date they commenced work in their present position need not be considered for such position, at the Employer's option unless the position provides for a change to their permanent status or permanent change in classification.



- 10.03
- (a) Permanent and temporary job vacancies will be posted for not less than five (5) work days, excluding the day of posting, prior to filling of the position. Such notices will be posted on the intranet. Where a vacancy under this provision has remained unfilled for a period of nine (9) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
  - (b) In cases where qualifications, ability and competence are equal, seniority will be a deciding factor when decisions are made with regard to promotion and transfer.
  - (c) The most senior applicant may request a written explanation why she/he was not selected by submitting a written request to the Director of HR or designate within five (5) work days of being notified of being unsuccessful.
  - (d) Vacancies which are not expected to exceed six (6) months' duration and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer. In filling such vacancies positions will be considered Temporary vacancies.
  - (e) Full time employees need not be considered for temporary vacancies of less than twelve (12) months.

10.04 Temporary Assignments

The Employer may temporarily assign an employee to a position which qualifies for posting as above, until the posting and/or external procedure has been complied with, and arrangements have been made to place the successful applicant in the permanent position.

10.05 Trial Period

If the incumbent proves unsatisfactory to the Employer during the trial period of up to forty (40) work days or such longer period as may be mutually agreed upon in writing between the Director of HR or designate, and the Union, they shall be returned to their former position without loss of seniority, and the filling of the subsequent vacancies will likewise be reversed.

If a newly hired employee filled the position vacated by the incumbent that employee will be placed into casual status, if no other suitable vacancy is available.

When the incumbent is moving into a new classification (e.g.) Placement Coordinator to Care Coordinator), the trial period will begin upon completion of the orientation.

If the employee requests, the Employer will give due consideration to returning the employee to the employee's former position, provided that the former position has not been offered to another employee or the position has been eliminated.

10.06 Delayed Start

Written requests for a delayed start date will be submitted to the Director of HR or designate with an explanation. Such requests may or may not be granted. A written reply will be given to the employee. Any extension granted will not exceed a once only maximum period of thirty (30) calendar days except at the discretion

of the Employer.

#### 10.07 Return from Leave

Employees returning from extended absence due to illness or accident of greater than a twelve (12) month period will have the right to return to the position previously held (provided the position has not been eliminated).

The permanent employee who temporarily filled the position during the extended absence, regardless of seniority compared to the returning employee, shall return to her/his former position, if available. If unavailable she/he may accept a vacant position in the bargaining unit or she/he may displace the least senior employee in the same classification, or into another classification of the bargaining unit, providing the employee possesses the necessary skill and ability to perform the work of that classification.

The least senior employee so displaced shall be given a layoff notice of at least fifteen (15) calendar days. However, should the returning employee be the least senior in the classification of the bargaining unit, she/he shall receive a layoff notice.

NOTE: A vacant position shall mean a position for which the posting process has been completed and no successful applicant has been hired.

### **ARTICLE 11 – LAYOFF AND RECALL**

- 11.01 (a) A layoff of employees shall be made on the basis of seniority initially within the classification, and office, status (full time or part time), team and current hours of assignment. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification and office where the layoff is going to occur will be released first.

Employees who are subject to layoff may bump the least senior employee of the same status, in the same classification, in any office location in the bargaining unit provided such employee has the necessary qualifications and ability to do the work required without training, other than a three (3) day orientation, except as modified in (d) below. Employees will inform the Employer of their decision to bump or accept the layoff within three (3) working days of:

- i) the Employer providing to the Union the information contemplated by Article 11.01 (e) or 11.02 (b), or
- ii) the receipt by the employee of her/his notice of layoff, whichever is later.

- (b) Laid off employees are eligible, in order of seniority, for “temporary” recalls and shall advise the Employer within one business day as to whether they are interested in such recalls. Employees recalled into “temporary” recall shall not be entitled to notice of lay off 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 maintained benefits in which case the employer shall pay the full employer contribution to benefits. Otherwise employees temporarily recalled have all the rights of other recalled employees.

- (c) Full time and Regular Part-Time laid off employees 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 within three (3) working days of notice of layoff. The process of offering the shifts would be in accordance with the current practice for offering casual shifts. 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.
- (d) Recall to a regular part-time or regular full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days or receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (e) For layoffs other than long term layoffs, the Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Employer will undertake after the layoff.
- (f) In exercising bumping and recall rights in long term layoff situations each employee is entitled to an orientation of up to ten (10) working days in order to assist her/him to meet the staffing requirements of the employer.
- (g) For greater certainty, laid off employees are entitled to apply for posted vacancies.

## 11.02

### Permanent or Long-Term Layoff

In the event of a pending lay-off of a permanent or long-term nature, the Employer will:

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
  - i) the reason causing the lay-off;
  - ii) the service which the Employer will undertake after the lay-off;
  - iii) the method of implementation, including areas of cutback and the employees to be laid off;
  - iv) methods of reducing the impact of the lay-off, which may include reducing hours rather than laying off employees. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours, or some other alternative to lay-off (except alternatives involving reductions in compensation) is in the best interest of the Employer's clients, agreement on the alternatives will not be unreasonably withheld.

It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen (13) weeks.

11.03 Notice of Layoff

Notice of lay-off shall be given to each affected individual and will not be less than that provided under the *Employment Standards Act*, and shall not be less than thirty (30) days.

11.04 Severance

Severance pay will be paid in accordance with the *Employment Standards Act*.

11.05 Benefit Coverage

An employee, upon long-term layoff, at her/his own expense, and except for short and long-term sickness and income protection, may continue benefit coverage for a period of nine (9) months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

11.06 Bargaining Unit Executive

- (a) In order that the operations of the Union will not be disorganized when lay-offs are being made, members of the local Union executive i.e. Bargaining Unit President and Co-ordinator, be the last employees laid-off during their term of office, as long as full-time employment for which they already possess the necessary qualifications, ability, and competence is available.
- (b) In the case of a change in the Bargaining Unit executive during a layoff, written notice shall be given to the Employer and the Employer shall have five (5) work days from the receipt of the written notification to make any changes necessary to apply this clause to the new Bargaining Unit executive, and to terminate its application to the person(s) removed from the executive. If any notice to any person being laid off as a consequence, is required by legislation, the period of notice will be in addition to the five (5) work days, specified herein, and layoff(s) and recall(s) will not be effective until expiry of the notice period required by legislation.

11.07 The Employer agrees not to assign Bargaining Unit work to employees who are outside of the Bargaining Unit, except in cases of emergency.

## **ARTICLE 12 – EMPLOYEE FILES**

12.01 Any letter of reprimand, suspension or other sanction or counselling letter 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 eighteen (18) months. If there is another reprimand, suspension or sanction during the eighteen (18) month period, the prior reprimand, suspension or other sanction shall remain on the employee's record for the duration of the period pertaining to the new discipline. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods noted above.

- 12.02 Notice of discharge shall be provided to the employee with a copy to the Grievance Chair. Where an employee is discharged verbally, the above notification will be sent to the employee by registered mail to the last known address on file with the Employer and Grievance Chair per Article 8.15.

### **ARTICLE 13 – LEAVES OF ABSENCE**

13.01 (a) Union Leave

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

The cumulative total leave of absence and the number of days is determined by the local parties. Such time shall not exceed a total of eighty (80) workdays in any calendar year and not more than seven (7) employees shall be permitted to be absent at any one time.

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

Employees elected as Local Co-ordinator or to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted leave without pay to attend to Union business, provided such leave of absence does not interfere with efficient operations. The aggregate total will be fifty (50) days annually. There shall be no loss of service or seniority. Leave of absence under this provision shall be in addition to the Union leave provided in Article (a) above. Two (2) week's notice shall be given where practicable. Such leaves shall not be unreasonably denied.

(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/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 9.05, 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/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.

13.02 Personal Leave

The Employer may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice of at least thirty (30) days in writing, unless not 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.

13.03 Bereavement Leave

- (a) Upon the death of an employee's spouse (spouse to include same sex partner), parent, child or stepchild, an employee shall be granted leave with pay up to a maximum of five (5) consecutive calendar days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days with pay. One of the days of leave shall include or be contiguous to the day of the funeral or equivalent service.
- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchild.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an

equivalent service within a week following the funeral.

- (e) Where it is necessary, because of distance, the employee may apply for additional leave with or without pay. Permission for such leave shall not be unreasonably withheld.
- (f) The intent of this Article is not to convert an unpaid leave into a paid leave. For the purposes of this clause only, sick leave greater than thirty (30) days and LTD, are deemed to be unpaid leave.
- (g) The provisions of the sick leave plan apply to an illness continuous with a compassionate leave of absence. A medical certificate is required to substantiate such an illness.
- (h) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with this Article.
- (i) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

#### 13.04

##### Care Leave

Employees will be granted up to forty-two hours (42) leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependant or parent(s), or to accompany them to obtain unexpected medical care.

Fifty percent (50%) of the leave granted under this clause (up to 21 hours) shall be provided by the Employer as paid leave. The remaining fifty percent (50%) (up to 21 hours) will be contributed by the employee from the employees accrued leave entitlements (if any). If the employee has no accrued leave entitlement the employee will take her/his portion of the leave as unpaid leave.

In each case where leave is granted, fifty percent (50%) of the leave will be paid for by the Employer (to a maximum of 21 hours) and fifty percent (50%) by the employee, as per the preceding paragraph.

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

To clarify, this Article, and other clauses in the current agreement that provide for paid or unpaid leaves for purposes under ESA provisions, will be deemed to offset the requirement of the employer.

#### 13.05

##### 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/his former position, or a comparable position if the former position no longer exists.

## 13.06

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/his 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/his former position, unless the position has been discontinued in which case she/he 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/he does not intend to make her/his 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 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 adoption 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 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 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 fifteen (15) 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.

- (j) 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*.

### 13.07 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/his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her/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/he 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/he 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/he shall not be required to attend work any shift commencing on or after 2300 hours later that day.

### 13.08 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/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/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/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.

#### 13.09 Professional Leave

- (a) At the discretion of the Employer, employees may attend short courses, workshops, professional meetings of the Registered Nurses' Association of Ontario and the Employer will pay travel expenses, registration, and reasonable living expenses.
- (b) Subject to adequate maintenance of program operations, full-time employees who request, may attend the annual meeting of the Registered Nurses' Association of Ontario without loss of pay at their own expense. The Manager will see that such leaves are rotated equitably.
- (c) Employees considering enrolment in university or college courses during the work day that cannot be scheduled outside of their regular shift may request a combination of vacation and leave unpaid if operations can be appropriately maintained based on the current staffing guidelines.

#### 13.10 Military Leave

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

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

#### 13.11 Secondments

The right to approve a secondment rests solely with the Employer. Should the Employer approve a secondment of a bargaining unit member, the parties will meet

to determine the terms of the secondment, and such secondment terms will be signed off by the parties. Any agreement reached will prevail over the terms of the Collective Agreement. The Employer's approval will not be unreasonably withheld.

## 13.12

Pre-Paid Leave

The pre-paid leave program, funded solely by the employee is subject to the following terms and conditions:

- (a) The plan is available to permanent full time employees wishing to spread three (3) years' salary over a four (4) year period or four (4) years' salary over a five (5) year period, in accordance with Canada Revenue Agency requirements, to enable them to take a one (1) year leave of absence following the three (3) or four (4) years of salary deferral.
- (b) The employee must make written application to the Director of HR or designate 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 determined by the Employer.
- (d) The timing of the start of the program will be determined on an individual basis, as approved by the Employer; however, once initiated the time frames are not negotiable. The leave will start exactly three years from the start of the salary deferral.
- (e) During the three (3) and/or four (4) years of salary deferral, 25% or 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her/him until the year of the leave or upon withdrawal from the plan. Salary deferral earnings will not accrue interest in lieu of the incremental costs incurred by the Employer to administer this plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the three (3) or four (4) years of salary deferral. During the year of the leave, seniority will be frozen. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. If the employee chooses to contribute to the pension plan for the leave year they will be responsible for both the Employer and employee contributions. Employees will not be eligible to participate in the disability income plan during the year of leave. The collective agreement's effect of absence clause will not apply to the leave period.

- (i) A employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of HR or designate. Deferred salary will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. Applications by the employee for posted vacancies will not be considered within the one year immediately preceding the leave year.
- (l) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.12 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.
- (n) The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

13.13 Every effort will be made to reinstate employees to their former positions when they return to the organization following a leave of absence.

13.14 Effect of Absence

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

- (a) The Employer shall pay its share of the Group Insurance Benefits for eligible employees for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that she/he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive

calendar days leave of absence to a maximum period of eighteen (18) months, except as modified by (a), subject to approval of the benefit carrier.

- (c) 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/his portion of the premiums each month in advance.
- (i) For purposes of clarity, employees in receipt of short-term disability payments are on a leave with pay and are, therefore, not subject to the "effect of absence" clause.

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

### 13.15

#### ONA Staff Leave

For an employee with at least (2) two years full time or equivalent service, upon application in writing by the Union on behalf of an employee 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 unreasonable 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.

## **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

### **Educational Courses**

Payment for courses approved by the Employer will only be made on the following basis and conditions:

- (a) 50% upon successful completion of the course, provided:
  - i) the employee is still continuously employed;
  - ii) that the employee applies in writing to Human Resources within six (6) months of successful completion (proof required);
  - iii) proof of cost and payment of the course is provided.
- (b) 50% one (1) year after successful completion of the course, provided:
  - i) that the employee is still continuously employed;
  - ii) that the employee applies in writing to Human Resources within six (6) months of completion of this one (1) year period.
- (c) If the employee fails to apply for payment within the time limits stated, payment will be deemed to have been waived.

## **ARTICLE 15 – PAID HOLIDAYS**

### **Full-time Employees**

15.01 The following shall be recognized as paid holidays with respect to full-time employees who have completed thirty (30) calendar days or more continuous service:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
2 Floating Holidays	

These floating holidays will be taken within the calendar year, scheduled at a mutually agreeable time, with no ability to bank the float.

15.02 In order to qualify for payment for specified holidays, employees must work their scheduled work day immediately prior to and following the holiday except in the following circumstances:

- (a) where the absence on either or both of the said qualifying work days is with prior written permission, or

(b) due to illness;

and providing the employee works five (5) or more days in the pay period in which the holiday falls.

15.03 Employees who work on a paid holiday or a previously approved floating holiday shall receive pay for such work at the rate of time and one-half (1½) their regular hourly rate of pay for all hours worked and in addition shall be given a day off with pay in lieu of such holiday at a mutually satisfactory time. Such lieu day shall be taken within forty-two (42) calendar days of the holiday where possible. See Article 17.07 -11.25 Hour Shift Language

15.04 Employees who are absent on a paid holiday for which they are scheduled to work shall forfeit their paid lieu day off unless such absence is due to illness certified by a doctor's certificate that is submitted within two (2) weeks of the holiday and provided the employee works five (5) or more days in the pay period in which the holiday falls.

15.05 If a paid holiday falls within an employee's vacation period, the employee shall be granted an additional day's vacation at a time mutually agreed upon.

#### Part-time Employees

15.06 (a) Part-time employees shall be paid time and one-half (1½) of their regular hourly rate of pay for hours worked on any of the following holidays:

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

(b) For part-time employees (except as named in the Grandparented Letter of Understanding), there is no holiday pay entitlement, as it is included as part of the payment-in-lieu.

### **ARTICLE 16 – VACATIONS**

#### Entitlement Accrual

16.01 For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> each year.

16.02 If an employee works or receives paid leave for less than 1500 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

3 week entitlement -6%  
 4 week entitlement -8%  
 5 week entitlement -10%  
 6 week entitlement -12%  
 7 week entitlement -14%



Once a full time member returns to the workplace from her/his leave and will not work 1500 hours within that vacation year they will be able to earn vacation days on a go forward basis at the level of entitlement, instead of receiving percentage in lieu.

The parties agree that when a full time member goes off on a leave and is not expected to work 1500 hours in that vacation year all currently earned and unused vacation will be frozen and used once the member returns to the workplace.

16.03 (a) Each employee shall be entitled to an annual vacation with pay as follows:

Up to 1 year of service	Prorated at 1.25 days/mo
-------------------------	--------------------------

Following completion of:

1 continuous year of service	3 weeks (15 days)
2 continuous years of service	4 weeks (20 days)
14 continuous years of service	5 weeks (25 days)
21 continuous years of service	6 weeks (30 days)

(b) In addition, each employee will be entitled to one (1) vacation day with pay for each continuous year of service completed after twenty-three (23) years, to a maximum of (1) additional week (five (5) work days).

(c) In any year where an employee whose service period would allow them to move from one vacation eligibility category to another, e.g., from four (4) weeks to five (5) weeks, the employee shall be eligible in that year only, to receive additional paid days of vacation in accordance with the month in which continuous full-time employment commenced on a pro-rated basis.

The new vacation eligibility category in this Article shall apply the following vacation year.

For vacation purposes, any employee who commences employment before the 15th day of any month shall be considered as having worked the full month.

Each employee's vacation entitlement shall be taken in the calendar year in which it is earned except as outlined in 16.04 (d).

An employee whose employment is terminated for any reason, shall have any vacation taken but not earned deducted from any payments owing to the employee, or shall repay the Employer should the amount be greater than any payments owing.

16.04 (a) Employees shall take their vacation at a mutually agreeable time and will be scheduled so as to provide a fair distribution of the number of employees absent at any one time. Requests for vacation shall not be unreasonably denied provided efficient operations can be maintained.

(b) The following provisions are intended for staff to plan their annual vacation entitlement. Vacation requests are to be reviewed within the team or group with the purpose of achieving team consensus while meeting minimum staffing levels as set by Client Services.

- i) Individual vacation requests will be submitted by February 1<sup>st</sup> for the vacation period of April 1<sup>st</sup> to September 30<sup>th</sup>. Individual requests will be approved by March 1<sup>st</sup>.
- ii) Individual vacation requests will be submitted by August 1<sup>st</sup> for the vacation period of October 1<sup>st</sup> to March 31<sup>st</sup>. Individual requests will be approved by September 1<sup>st</sup>.
- iii) Vacation requests submitted after the February 1<sup>st</sup> and August 1<sup>st</sup> dates above will be considered in order of the date submitted but such requests will not take precedence over the approved vacation schedule. The Employer will respond to vacation requests submitted within ten (10) business days of receiving such request.

Each team/group will ensure that caseload issues are adequately managed such that urgent client concerns are addressed within established practices. Each team may request assistance in coverage from another team. Each team/group will collaborate with their Manager regarding their plan for coverage over vacation periods.

- (c) If there is a conflict in granting vacation requests, seniority will govern for requests totalling no more than four (4) weeks each year, two in each six month vacation submission, per employee. The minimum request under this clause is a block of seven (7) calendar days (which will at least cover one (1) vacation week according to the Employer's practice).
- (d) Employees have the right to carry over up to a maximum of five (5) days vacation entitlement to the next vacation year. In exceptional circumstances, Employees who wish to carry over up to a maximum of ten (10) days vacation entitlement will receive written permission from the Manager and will use the additional days within the first quarter of the vacation year.
- (e) Subject to regulations of the *Employment Standards Act*, vacations must be taken within a twelve (12) month period following the January 1<sup>st</sup> eligibility date and shall not be accumulated.
- (f) Vacation shall not be taken during the orientation or probationary period unless approved at the discretion of the Employer.

16.05 An employee whose employment is terminated for any reason, shall be entitled to a final vacation payment covering vacation earned but not taken.

16.06 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 sick leave.

16.07 Part-time Employees:

All part-time employees shall be entitled to vacation pay based upon the percentage of their gross earnings during the current pay period, paid on each pay, in accordance with the vacation entitlement of full-time employees. Employees shall be entitled to receive the corresponding unpaid time off for vacation purposes.

- 16.08 A vacation week shall be considered to be Saturday to Friday.
- 16.09 Where blocks of vacation time have been approved that do not exceed the minimum staffing levels, single day vacation requests will be approved to the maximum allowable.

**ARTICLE 17 – HOURS OF WORK**

Normal Hours of Work

- 17.01 The normal work day shall be seven (7) hours, with one (1) hour for lunch, Monday to Friday. Employees may request to modify their work from the normal work day. Such change must be at the discretion of the Manager or designate.

The LHIN operates seven (7) days per week, including holidays. Currently the following schedules are in place throughout the organization to meet client services needs for specific teams. Whereas the Employer provides services to eligible clients on evenings, weekends, and paid holidays and whereas the demand of those services now requires regular coverage, the parties agree as follows:

- (a) The Employer shall schedule both 11.25-hour and 7-hour shifts. Where the parties wish to introduce other shift options (including the use of Full-Time Weekend Worker), the Parties will meet to discuss the options and the effect of such options on the collective agreement and applicable legislation.
- (b) Weekend and paid holiday positions shall be posted. However, casual part-time employees may be used to replace an employee who is unavailable for his/her shift due to illness, vacation or required time off.
- (c) Notice to change regularly scheduled required start times by up to 60 minutes will be 30 days.
- (d) The following parameters shall apply:

11.25 Hour and 7 Hour Shift Details

	11.25 hour shifts	7 hour shifts
Hours of work	As per posting	
Length of shift	11.25 hours	7 hours
Break times (may not be used to shorten workday)	45 min paid + 45 min unpaid	30 minute paid + 60 minute unpaid
Shift Premium	Paid at applicable rates for actual hours and time worked.	
Stat Holidays	Paid at 1.5 and cannot pyramid on any other premiums.	

- 17.02 Normal hours of work are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked and the Employer does not guarantee to provide employment or work for normal hours or for any other hours.

17.03 Employees who are unable to assume their normal duties on any work day must notify their, Manager or Designate as early as possible prior to the commencement of their regular shift.

17.04 The Employer may offer new employees, or offer existing employees, positions that cover the hours of operation required to meet service demands.

Where positions need to be altered in order to cover the required hours of operation and the positions cannot be filled with additional staffing resources, and where there are insufficient volunteers for the positions, the Employer will discuss with the union and representatives of the staffing group to generate solutions.

17.05 Scheduling

- (a) Schedules will be posted four (4) weeks in advance for a four (4) week period. No changes will be made to the posted schedule unless mutually agreed to by the parties or an employee posts into a different position.
- (b) Regular part-time employees will make their intention to work additional shifts known to the scheduling person in writing (email is acceptable) at least four (4) weeks prior to the posting of the schedule. Every reasonable effort will be made to accommodate requests for additional shifts of regular part-time employees prior to scheduling casual part-time employees.
- (c) Where employees are required to work weekends, those employees that are required to work weekends shall do so on a rotational basis and shall not be required to work more than two (2) weekends in six (6), of which no two (2) weekends will be consecutive unless mutually agreed. An employee who is scheduled to work in excess of the above will be paid at the rate of time and one-half (1 ½) times their regular hourly rate for all hours worked on such additional weekend(s).

A weekend is defined as any hours between midnight Friday and 0800 hours Monday.

- (d) The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the collective agreement arising out of the mutual exchange of shifts between employees.
- (e) Employees who work normal daily tours (seven (7) hours) shall receive a minimum of twelve (12) hours off between shifts unless otherwise agreed. The Employer will endeavour to provide sixteen (16) hours off between shifts.
- (f) No employee shall be required to work more than six (6) consecutive days unless otherwise agreed.
- (g) There shall be no split days off.
- (h) There shall be no split shifts.
- (i) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least four (4) weeks prior to the posting of the schedules.

Vacation will be approved in accordance with the provisions of 16.04. Once a schedule is posted employees will be responsible to ensure that the shifts scheduled are covered by trading or finding alternate coverage, or must work the shift. Notification of traded shifts or replacements must be provided to the scheduling position within Human Resources, as soon as a change is made.

Self-scheduling for replacements would not apply for emergency replacements ie. Illness, family leave, bereavement.

- (j) Preference for time off approvals will occur in the following order:
  - i) Vacation
  - ii) Paid holiday time
  - iii) Compensating time
  - iv) Unpaid time
- (k) It is understood that the employer will not be required to offer shifts which would result in overtime premium pay;
- (l) When an employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the employer are made.
- (m) Shifts available on statutory holidays will be made available to regular part-time employees on a seniority basis before assigning them to casual employees.
- (n) Short Notice Coverage and Availability List

In the event that there are unforeseen absences through the regular work week at the Hospital and Intake teams, for clarification the regular work week would be an absence(s) in the current work week, the call-in procedure will be as follows:

- (i) There will be an availability list for part-time and casual staff for each hospital site and intake team where they will identify evenings where they would be available to pick up additional hours/shifts at straight time.
- (ii) Should there be no part time or casual staff available for the specific Hospital site or intake team, other sites/teams will be contacted for their list of available part time or casual staff at straight time who are trained and willing to work at that site.
- (iii) If no part time or casual staff are available at straight time the following procedure for offering over time (time and one half) will be utilized, Full Time, Part Time and Casual staff who are trained and available. Overtime will be offered simultaneously to these employees and the shift will be offered to the first staff who responded to the offer of work. It is understood that the Employer does not have to offer over time hours where there are available trained staff at straight time.

17.06

Flex Time

- (a) Flex time shall be defined as flexible hours of work up to a maximum of 2 hours per day variance from the normal schedule. The flex hours shall be reconciled within the pay period and the variance to the normal work day shall be no greater than 1 hour before the normal start and 1 hour after the normal end.
- (b) Where an employee requests to work flex time and provides the plan to make up the time, such request shall be considered based on operational needs and will not be unreasonably denied, provided pre-approval from the Manager for flex time greater than one (1) hour. This will not provide employees with the ability to permanently alter their start or end times and the flex time will be recorded in their work calendar.
- (c) The scheduling of the flex hours of work shall be jointly established by the Manager and the employee to ensure required service is maintained and that the hours of work per clause (a) are adhered to.
- (d) Where an employee works in excess of seven (7) hours in a day she/he will attempt to flex her/his hours, such that the hours of work will not usually exceed seventy (70) hours in a pay period.
- (e) There will be no split shifts unless mutually agreed to by the employee and the Manager.

17.07

11.25 Hour Shifts

The parties agree to establish an 11.25-hour shift schedule.

- (a) The position(s) will be scheduled for six 11.25-hour shifts in bi-weekly pay period.  
  
During a 11.25 hour shift employees will be provided with forty-five (45) minutes of paid break time and forty-five (45) minutes of unpaid meal break.
- (b) The incumbent(s) will receive regular salary for seventy (70) hours per pay period.
- (c) For the purpose of covering the employee's vacation or incidental absences shifts less than 11.25 hours may need to be scheduled.
- (d) It is expected that from time to time the employee may need to be scheduled or have an adjusted schedule on days off to attend necessary inservice programs.
- (e) Overtime will be paid at the appropriate rate after 67.5 hours worked in a pay period. Overtime can be taken in payment or taken in compensating lieu time.
- (f) Shift and weekend premiums will be paid at the applicable rates for the actual hours and time worked in accordance with the Collective Agreement.
- (g) Shifts worked on paid holidays will be paid at time and one-half and will not pyramid on any premiums.

- (h) No employee shall be scheduled for more than three (3) consecutive 11.25-hour shifts.
- (i) Other than premium for paid holidays worked, no additional payment will be made for the statutory and paid holidays. The payment for the statutory and paid holidays not worked is included in the 1.25-hour per week premium built in to this position, per (b) above. The employee will be entitled to two (2) floating holidays (11.25 hr x 2) with pay, per the qualifying provisions of the Collective Agreement. Paid holidays will be included as part of the regular schedule for incumbents on this shift. Paid holidays may be requested off per the scheduling language outlined in the Collective Agreement, using vacation, lieu or unpaid.
- (j) Vacation will accrue on an equivalent basis to regular full-time employees (eg. A normal annual vacation entitlement of 140 hours or four weeks would be equivalent to 135 hours for the incumbent in this position).
- (k) Seniority and service will accrue on the basis of 1500 hours is equivalent to one year.
- (l) Sick leave and vacation leave will be taken in actual hours.
- (m) Any and all terms and conditions of the Collective Agreement shall remain in full force and effect, except as amended by this Article.
- (n) Introduction into any team when:
  - i. The union and the employer mutually agree to implement 11.25 hour shifts; and
  - ii. Seventy percent (70%) of the members on the team so indicate by secret ballot.
- (o) Discontinuation

Either party may discontinue the 11.25 hour arrangement by providing written notice to the other party. The parties shall meet within two (2) weeks to review the reasons for discontinuation; affected members shall be given a minimum of sixty (60) days notice before the schedules are so amended.

## 17.08

Contemporary Part-Time

The parties agree to a 0.8 FTE Contemporary Part-time position with the following conditions:

- (a) An employee working a contemporary part-time position shall be scheduled a reduced average weekly work assignment consisting of eight days scheduled to work in a biweekly period.
- (b) Employment conditions shall be on a prorated basis to those of a regular full time employee. Only those employees who are of early retirement age,

who were full time when accepting the 0.8 position, shall be eligible for any early retirement benefits upon their retirement, on the prorated basis.

- (c) Pension contributions shall be made on a prorated basis.
- (d) Benefit coverage will be on a prorated basis as compared to other fulltime employees, e.g. where the employer pays one hundred (100%) percent for health and welfare benefits for other fulltime employees, the employees working in a contemporary part-time arrangement will pay twenty (20%) of the premium.
- (e) Vacation entitlement shall be prorated to reflect the reduced average weekly work assignment. (i.e. an entitlement of 30 days vacation/year is prorated to 24 days).
- (f) Employees working in a contemporary part-time arrangement will accumulate seniority on hours paid, with the calculation that 1500 hours equals one year of seniority.
- (g) One contemporary part time arrangement will consist of five part-time people on a rotation, four that work in a consistent position and one (1) that floats to each position, providing consistent relief on the other partners' normal days off. The normal days off will rotate among the five partners.
- (h) In order to develop a new contemporary part time arrangement, five full time employees may partner to propose the arrangement and the resulting full time vacancy will be posted. Where the number of volunteers to a rotation proposal is greater than the number of positions available, seniority will be deciding factor. The number of arrangements will be at the Employer's discretion subject to operational requirements but will not be unreasonably denied.
- (i) All partners must either be in the same classification or have the necessary skills, qualifications and competency to be able to cover for the other partners in their rotation.
- (j) Contemporary part time positions are not eligible for job sharing.

#### Vacancies

- (k) If one of the partners leaves the rotation, the remaining partners will have the opportunity to convert the positions to full time. If the remaining partners wish to continue with the contemporary part-time arrangement, the vacated position will be posted and filled in accordance with the Collective Agreement.
- (l) Where there is no successful applicant to a vacant portion of a rotation, including an external hire, the positions shall revert to full-time status. If the remaining partners do not wish to revert to full-time then the bumping provisions of Article 11 apply.
- (m) If one of the partners leaves the rotation for a temporary period, the remaining partners will be offered the opportunity to revert the positions to full time for the temporary period or the position will be posted for a temporary contemporary part-time partner. If no internal temporary partner



is found, the vacancy will be assigned to staff who work Regular Part Time, Casual, or who work floating shifts for the temporary period.

Review

- (n) The Employer and the employees involved retain the right to assess the contemporary part-time arrangement on an ongoing basis.

Termination

- (o) Either party may discontinue the contemporary part-time arrangement with sixty (60) days notice. The Employer may exercise this right only after the completion of a review as identified in the previous paragraph. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue the arrangement if its costs are greater than the costs for regular full-time positions and those excess costs are not outweighed by the benefits of the contemporary part-time arrangement to the Employer.

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

- 18.01 (a) Overtime at time and one-half to be paid after seventy (70) hours bi-weekly. Overtime for employees working less than full-time hours shall be paid at time and one-half and shall be based on time worked in excess of their regularly scheduled shift.

All other compensating time off shall be on a time and one-half basis. In calculating the normal work week, a paid holiday will be considered time worked, but time worked for which an overtime premium applies will not be included in the calculation. Compensating time off shall be computed and include travelling up to a maximum of one (1) hour. If compensating time off is taken it shall be arranged at a mutually convenient time of the employee and the Manager. The maximum amount of compensating time off which may be accumulated at any given time is the equivalent of five (5) work days. Once overtime bank reaches the maximum amount of hours, payroll will notify the employee's manager who will discuss options with the employee to address the excess time. It is the intent of the foregoing that overtime premium will only be paid for time actually worked in excess of their regularly scheduled shift. The Employer shall not require an employee working overtime to take compensating time off during that pay period.

- (b) Overtime requires employer approval in advance unless impossible. The Employer will ensure that it has a representative to deal with requests for overtime approval. Approval shall not be unreasonably withheld.
- (c) Overtime cannot be unreasonably imposed on the employee. Direction to work beyond the normal length of a daily tour will not be unreasonably refused by an employee.
- (d) Overtime premiums will not pyramid under any circumstances.
- (e) Employees will not be laid off during their scheduled hours of work for the sole purpose of avoiding overtime pay.

## 18.02 Reporting Pay

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.

An employee who is not scheduled to work and is required by the Employer to attend and does attend a staff education or inservice meeting shall be given scheduled working time off in lieu at some other time without loss of pay, or at the option of the employee, receive pay at straight time with a minimum guarantee of three and one half (3½) hours pay.

## 18.03 Call Back

When an employee who is not on standby has completed her/his regularly scheduled shift and left work and is called back to work where she/he has to work outside of her/his home, prior to the commencement of the shift on the next day, she/he shall receive time and one-half (1 ½) her/his regular rate of pay for all hours worked with a minimum of four (4) hours at her/his regular rate of pay, unless such call back occurs less than four (4) hours prior to her/his normal start time, in which case she/he shall receive time and one half for all hours worked prior to her/his normal start time.

## 18.04 Pay for work on phone

Where an employee receives a "work" telephone call outside her/his hours of work, she/he shall be paid premium pay (i.e. one and one half times her/his regular rate of pay) for the actual time of the calls to the next increment of ¼ hour.

## 18.05 Meal Allowance

Where an employee works three (3) or more continuous hours, continuous with the regular work day, the employee shall be eligible for a meal allowance of ten dollars (\$10.00).

## 18.06 Transportation

Employees required to operate their automobile in the course of their duties shall be entitled to reimbursement as follows:

### Effective at ratification

\$0.49 per approved km driven

For the purposes of calculating kilometers travelled, employees will calculate from the office to which they are assigned. If it is closer and approved by the Manager, for an employee to travel from home to an assignment, then mileage will be calculated from home to the point of call. At the end of the day, travel will be calculated from the last call to the office, or the employee's home, whichever is shorter. Mileage and expense claims are to be made within three (3) months of the month being claimed, within one month at March year end.

18.07 Effective the first pay period after ratification, where the Employer assigns an Employee to a mentor/preceptor role they will receive a premium of sixty cents (\$0.60) per hour.

18.08 Shift and Weekend Premium and Standby

(a) An employee who is requested to work a weekend beyond what is permitted under the normal hours of operation provisions of the Collective Agreement, shall be paid at the rate of one and one-half (1½) times her/his regular rate of pay for all hours worked on such weekend, unless such weekend work is the result of:

- i) the employee being hired to work primarily weekends; or
- ii) she/he works the weekend as a result of a shift exchange, or at her/his request.

Time worked on such weekend, shall not be used to determine premium pay for future weekends.

It is agreed that the weekend premium will apply to hours worked after midnight on Friday and up to midnight on Sunday.

(b) Hours compensated under clause (a) above shall not also be compensated under weekend premium. Hours that are paid daily overtime shall not be used to trigger a bi-weekly overtime claim.

(c) Effective the first pay period after ratification, an employee who is required to remain available for duty on standby shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) per hour, for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in the collective agreement, the employee shall receive standby pay in the amount of four dollars and fifty cents (\$4.50) per hour. If an employee is called to work from standby where she/he has to work outside of her/his home, she/he shall receive a minimum of four (4) hours pay at her/his regular rate of pay. The employee shall cease receiving standby premium for those hours that she/he works under the preceding sentence.

It is agreed that the weekend premium will apply to hours worked after midnight on Friday and up to midnight on Sunday.

(d) Effective the first pay period after ratification, employees shall receive a shift premium of one dollar and eighty cents (\$1.80) for all evening and night shift hours.

Day Shift – 0830-1630  
Evening Shift – 1630-2330  
Night Shift – 2330-0730

(e) Effective the first pay period after ratification, employees shall receive a weekend premium of one dollar and eighty cents (\$1.80) per hour for each hour worked on the weekend in accordance with this Article.

## **ARTICLE 19 – PENSION AND BENEFITS**

### Full-Time Employees

Note 1: This Article does not apply to regular part time and casual part-time employees

#### 19.01 Benefits for Working after Age 65

The Employer will continue to provide EHC, Dental, Life, and AD&D benefits for employees who are working and are eligible under this collective agreement. Pension contributions and all eligible statutory contributions will continue to be made as appropriate.

#### 19.02 Long-Term Disability

(a) The Employer shall pay one hundred percent (100%) of the monthly premium of mandatory long term disability insurance that pays seventy per cent (70%) of an employee's normal salary.

(b) Where an employee is determined by the LTD Carrier to be totally disabled from performing the duties of any occupation, he/she shall consider the options of application to HOOPP and CPP for available disability pension coverage.

#### 19.03 The Employer shall pay one hundred percent (100%) of the monthly premium for eligible employees in the Extended Health Care plan (including semi-private).

Vision Care- maximum of \$250.00 once every two years. Employee may utilize vision care benefit inclusive of eye exams and laser surgery.

Vision Care- Effective June 1, 2017, maximum of \$350.00 once every two years. Employee may utilize vision care benefit inclusive of eye exams and laser surgery.

Hearing Aid Coverage- maximum of \$600.00 once every three years.

Travel Insurance - Provide for at least sixty (60) days out of province/Canada medical emergency travel insurance.

RN Coverage - Provide for private duty RN coverage to a maximum of ninety (90) days (eight hour shifts).

Drugs – Cap of \$7.50 dispensing fee per prescription.

Generic substitution required, unless otherwise indicated by physician.

90/10 co-insurance on all covered drugs

#### 19.04 Participation in the Employer's life insurance plan (equivalent to two (2) times annual earnings to the nearest one thousand dollars (\$1,000.00) that is higher) is mandatory and one hundred percent (100%) of the monthly premium shall be paid by the Employer.

#### 19.05 The Employer shall pay one hundred percent (100%) of the monthly premiums for eligible employees in a basic preventative dental plan. Dental recall is 9 months for adults, and 6 months for children under 18. The dental plan is based on the

current O.D.A. Fee Guide.

Orthodontal services will provide coverage on the basis of 50% of the cost of orthodontal services to a lifetime maximum of fifteen hundred (\$1,500.00) dollars per person.

Major restorative treatment will include coverage on the basis of 50% of the cost of services to a lifetime maximum of three thousand (\$3,000.00) dollars.

Effective June 1, 2017, Major restorative treatment that includes implants will include coverage on the basis of 50% of the cost of services to an annual maximum of three thousand (\$3,000.00) dollars.

19.06 The Employer shall bear the full cost of coverage offered by the Workplace Safety and Insurance Board.

19.07 Statutory deductions for CPP contributions will be made from all salaries until the maximum is reached.

19.08 HOOPP

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.

19.09 (a) This Article must be read subject to the terms and conditions of the carriers. The Employer's responsibility shall be limited to the payment of the monthly premiums.

(b) The seniority credit of a temporary full-time employee who has attained permanent status shall apply to reduce the waiting periods required by the Insurance carriers.

19.10 A full-time employee who becomes a part-time employee will cease to participate in all benefit plans including extended health care, dental, life and A.D. & D. insurance, L.T.D., and sick leave.

19.11 Retirement Benefits

The following benefits will be available to permanent full-time employees who voluntarily retire on a HOOPP pension (i.e. not a disability pension), after attaining age 55 but before attaining age 65, and subject to all of the following mandatory conditions:

(a) i) Extended Health Care (per 19.03, consistent with active employees)  
 ii) Dental (per 19.05, consistent with active employees)  
 iii) Life Insurance of two times the initial HOOPP annual pension, rounded to the next even thousand dollars that is higher,  
 iv) AD & D to a maximum of two times the initial HOOPP annual pension, rounded to the next even thousand dollars that is higher.

(b) Coverage other than OHIP shall be subject to the conditions prevailing between the Employer and its carriers, on behalf of the Nurses' Union.

- (c) Unless the Employer is notified in writing to the contrary before the employee's retirement date, the employee will be automatically enrolled in the applicable benefits.
- (d) All benefits must be taken as offered.
- (e) All benefits will cease effective with the earlier of, the last day of the month in which the employee attains age 65, or death.
- (f) The Employer will pay 90% of the total cost of these benefits, and the employee pays 10%.
- (g) The employee is fully accountable for payment of the required premium in a manner suitable to the Employer. This can be done by monthly instalments remitted in advance to the Human Resources Department, or by monthly post-dated cheques.

If the Employer is not reimbursed as per the arrangement agreed to, then such arrangement will be automatically and immediately terminated and all coverage lost and not available for reinstatement

#### 19.12 Percentage in Lieu of Benefits

Part-time employees (except as stated in the Grandparented Letter of Understanding) will receive percentage in lieu of all health and welfare benefits, holiday pay, and sick leave. Where the employee does not participate in the pension plan the amount of the percentage in lieu shall be 13%. Where the employee does participate in the pension plan, the percentage in lieu shall be reduced by an amount equal to the employers' contribution to the pension plan and the amount of percentage in lieu will continue to conform to the Employment Standards Act. When a part-time employee changes her/his status she/he relinquishes the right to return to her/his former benefits treatment.

It is agreed and understood that such payment in lieu includes payment in lieu of holidays for newly hired regular part-time, casual and temporary full-time employees.

- 19.13 The Employer may substitute another carrier for any of the foregoing plans provided that the levels of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.14 The Employer shall make available to all eligible employees access to the benefits booklet and will advise all employees of any changes in benefits and or a change in carrier. The Employer agrees that Employees may print the benefits booklet at the workplace.

## **ARTICLE 20 – SICK LEAVE AND LTD**

### Disability Income Protection

- 20.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of

income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

- (a) The employer will pay 100% for the first two days and 70% to the end of the second week of straight time scheduled wages lost for fulltime employees as a weekly indemnity benefit covering legitimate personal illness or injury.

Interrupted periods of illness shall be considered to be one incident for purposes of the Disability Income Protection Plan if the latter periods of illness are within four (4) calendar weeks of the initial incident.

- (b) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she/he shall receive seventy percent (70%) of her/his straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under iii) (change to (c) below.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences after the third month of employment, as a full time employee or immediately should a non-probationary part time person with more than three months' equivalent service transfer to full time.

## 20.02 Medical Certificates

A medical certificate which states any medical limitations/restrictions and prognosis for return to work may be required from an attending physician or an oral surgeon covering illness of more than three (3) consecutive work days and will be necessary for illness of more than five (5) consecutive work days, unless waived by the employer.

If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

20.03 The certificate is to be submitted to Human Resources by the employee no later than the end of the pay period following that in which the illness or accident occurs.

20.04 Employees who are absent from their duties due to illness, injury, or accident, must furnish a medical certificate signed by a qualified medical practitioner, to their Manager prior to returning to full-time duties, if either or both of the following situations are evident:

- (a) the absence, regardless of reason, is for a continuous period in excess of twenty-one (21) calendar days;
- (b) subject to Clause 16.04, the absence results from an accident causing injury to any part of the body.

The required medical certificate must attest to the ability of the employee to return to regular full-time duties without any conditions or that an employee could return to some form of modified duties, as determined by the employer, if such duties are available.

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

20.06 Leave for Medical Appointments

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

For purposes of clarity at WWLHIN, this clause will apply for absences due to illness of other family members.

20.07 Where an employee requests, and when it has been medically determined that an employee is unable to return to the full duties of her or his position either temporary or permanent, the Employer will notify and meet (in person or by phone) with the Union to discuss the circumstances surrounding the employee's return to suitable work. The parties agree to discuss this matter without undue delay.

## **ARTICLE 21 – JOB SHARING**

21.01 The intent of a job sharing agreement is to provide the opportunity for employees to share a full-time position. The following will apply to any job sharing arrangement.

21.02 The number of job sharing arrangements will be subject to mutual agreement between the Employer and the Union.

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

21.04 Vacancies

(a) Upon the termination of the job sharing arrangement, the position will revert back to a full-time position.

(b) If both applicants to a job share are full-time, the job share position need not be posted. The resulting full-time position shall be posted in accordance with the Collective Agreement.



- (c) If a job share partner is not identified at the time the job share application is made, the other portion of the job share position shall be posted and filled in accordance with the Collective Agreement.
- (d) If one of the job sharers leaves the position, the remaining job sharer will have the opportunity to convert the position to full time. If both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the Collective Agreement.
- (e) In the case of two or more vacant job shares in the same classification there will be no expectation to recruit externally; the two vacancies will be posted internally. If there are no successful internal candidates the two remaining employees will be partnered. Where the partners cannot agree on which position to share, seniority will be the deciding factor.
- (f) Where there is no successful applicant to a vacant portion of a job share position, the position shall revert to its full-time status. If the remaining job sharer does not wish to continue in the full-time position they apply to any posted vacancies or displace the least senior job sharer in the same classification unless there is no job sharer junior to them in the classification in which case they could displace the least senior job sharer in the bargaining unit unless there is no job sharer in the bargaining unit junior to them in which case they would convert their status to casual part-time.
- (g) If one of the job sharers leaves the position for a temporary period, the remaining partner will be offered the opportunity to revert the position to full time for the temporary period or the position will be posted for a temporary job share partner. If no internal temporary job share partner is found, the job share vacancy will be assigned to staff who do casual or floating shifts for the temporary period

#### 21.05 Review

The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis.

#### 21.06 Termination

Either party may discontinue the job sharing process with sixty (60) days notice. The Employer may exercise this right only after the completion of a review as identified in the previous paragraph. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a regular full-time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.

#### 21.07 Treatment Exceptions

Each job sharer shall be treated as a regular part-time employee for all purposes under the Collective Agreement except as otherwise expressly provided:

- (a) Work one half of the total number of hours of the full-time position, or such other amount as may be agreed by all the parties, with the actual schedule

of work to be determined by the employees involved, subject to approval by the Manager.

- (b)
  - i) Ensure both members of the job share team are fully informed in respect of each others work, and those LHIN communications that are not generally distributed but rather are only issued to attendees at individual meetings.
  - ii) For meetings, only the employee who is scheduled to work that day will be required to attend. Their partner shall be responsible to keep themselves abreast of the meeting details.
  - iii) If the partner not scheduled to work wishes to attend the meeting, they may attend with the approval of the Manager and will be paid at straight time rates.
  - iv) New job share lines commencing after the date of ratification of the Waterloo March 31, 2007 Collective Agreement will be expected to cover their partner's planned short-term absences of up to four weeks duration. If, because of unavoidable circumstances, one cannot cover the other, the Manager must be notified as soon as possible to arrange coverage.

## **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/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/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/his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.

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

22.04 If a Regulated Health Professional or Registered Social Worker is advised or notified that he/she is not a member in good standing with their College for any reason including non-payment of the annual fee, the employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his Registration has been reinstated, he/she shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Employer will result in the employee being deemed to be no longer qualified and the employee shall be terminated with cause from the employ of the Employer unless there are extenuating circumstances beyond the control of the employee. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario 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/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, she/he can use banked lieu time or vacation credits in order to keep her/his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she/he will be reassigned during the outbreak period.
- (f) If an employee becomes ill as a result of the vaccination, and applies for WSIB, the Employer will not unreasonably oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

22.06 Notice of Termination

- (a) Except in extenuating circumstances full-time and regular part-time employees shall give not less than fourteen (14) calendar days' written notice of resignation or else their vacation pay will be reduced to the minimum required by the *Employment Standards Act*. The Employer shall give employees other than probationary employees not less than fourteen (14) calendar days written notice of termination of employment or pay in lieu thereof except in cases of discharge for cause not reversed through the grievance procedure. The written notice shall give the reason for such termination.
- (b) The Employer will provide to each employee upon termination of employment, within fourteen (14) calendar days a letter detailing her/his employment dates, length of service, and hours worked.

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

22.08 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 inservice 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).

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

23.01 Salary Grids

Classifications and salary rates are attached as Schedule "A" and forms part of this Collective Agreement.

The years referred to in the salary schedules shall mean years of continuous service with the Employer in the designated classification, plus the applicable allowances under 23.04. Years of service on the new grid may not relate to the employee's service level as a result of April 1, 2007 harmonization of the grids and blending the bargaining units.

- (a) Each regular full-time employee will be advanced appropriately from her/his present level in Schedule A, twelve (12) months after she/he was last advanced on her or his salary anniversary date. If a regular full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days the anniversary dates will be in accordance with the collective agreement's Effect of Absence clause.
- (b) Each regular part-time and casual employee will be advanced appropriately from her/his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 23.03 – Step Increases.

- (c) For employees eligible for the after 25 years salary increase, any applicable retroactive payment will only go back within the current calendar year.

### 23.02 New Classifications

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 such meeting with the Union, a grievance may be filed under the Grievance Procedure within seven (7) calendar days following any such meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Employer and duties and responsibilities involved.

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

### 23.03 Step Increases

- (a) The following is the method used to determine service credit, since the last date of hire, for purposes of positioning on the salary range:
  - i) all continuous service shall be retained and transferred with the employee if she/he changes her/his status from full-time to part-time and vice versa.
  - ii) a part-time employee who changes status to full-time will be given credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa.
  - iii) in addition, an employee who is so transferred will be given credit for paid hours accumulated since the date of last advancement.
- (b) Annual increments for full-time employees shall be paid on their anniversary date.
- (c) Annual increments for part-time employees shall be paid on the completion of each fifteen hundred (1500) hours worked.

### 23.04 Recognition of Previous Experience

Where the applicable accumulated years of experience is an uneven total, the accumulated experience will go to the nearest even number of years before the following is applied.

A claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring. The employee will cooperate in providing verification of her/his recent related experience. The Employer shall confirm in writing at the time of hire indicating the employee's placement on the salary grid. The Employee must advise the Employer within forty-five (45) days of the receipt of such notice, of any dispute with the grid placement and the rationale for such dispute.

If a period of more than two (2) years has elapsed since the employee has occupied such a position, then the increment shall be at the discretion of the Employer.

Calculation of increment credits for previous part-time service will be in accordance with Article 9.

For all purposes of Article 23.04, employees who are re-hired into the same classification within sixty (60) days after termination of employment will be placed back on the same wage level prior to termination of employment.

Credit for a newly hired employee is as follows:

Classification	Credit Increment	Maximum Step
Case Coordinator	1 for 1	Step 6
Placement Coordination/LTC Coordination	1 for 1	Step 3
Nurse Practitioner	1 for 1	Step 2
Registered Practical Nurse	1 for 1	Step 4
Registered Nurse	1 for 1	Step 6
Clinical Nurse Specialist	1 for 1	Step 3
Advanced Practice Clinician	1 for 1	Step 3
Educator	1 for 1	Step 6

#### 23.05 Promotion

An employee who is promoted to a higher classification within the bargaining unit will be placed on the next level that provides a higher dollar amount in the higher classification.

#### 23.06 Retroactivity

All monetary increases provided for in this memorandum shall be paid by itemized cheque and applicable on the dates stated. Any employee who has left the employ of the Employer shall be notified by the Employer of entitlement to retroactivity, provided the former employee applies within sixty (60) days of being notified by the Employer. The Employer shall be required to notify all former employees so entitled, within thirty (30) days of mutual signing of the Collective Agreement.

Every reasonable effort will be made to pay retroactivity within eight (8) weeks of mutual ratification

**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 manager 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 6 (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.

- 24.04 Any complaint lodged will include the following particulars: Date complaint filed and with whom; Date/time of occurrence(s); Summary of issue; client information as needed to initiate a resolution; suggested recommendations for resolution.
- 24.05 The Employer agrees that the Union can make submissions in respect of staffing issues at the Union Management Committee during the budget development process.
- 24.06 Caseload
- In the event a workload measurement tool is developed the Employer will provide as much notice as is reasonable and possible to the local union of the implementation date and the method and parameters of implementation.
- 24.07 The Employer will advise relevant employees of decisions with respect to awarding and termination of agreements with service providers and make accessible to them information required to perform their duties.
- 24.08 Electronic Professional Responsibility Workload Report Form
- (a) The parties agree to use the electronic version of the ONA Professional Responsibility Workload Report Form (PRWRF) at Appendix 2.
  - (b) The parties agree that hard copies of the electronic PRWRF are valid for the purposes of Article 24.
  - (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
  - (d) The electronic signature of the ONA member or members will be accepted as the original signature.

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

- 25.01 This Agreement shall continue in effect until March 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 25.03 Negotiations for the renewal of this Agreement shall commence within thirty (30) work days of such notice or on another date that is mutually agreed upon.



**SIGNING PAGE**

DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

Jennifer Neundorf

Sarah Pettipiere

Sarah Palubeski

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\_\_\_\_\_

FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Roberts

Dale Soegtrop

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A" - SALARY SCHEDULE**

<b>Care Coordinator Psychogeriatric &amp; Elder Abuse Resource Consultants Education Coordinators Geriatric Assessors Care Connector Registered Nurse Home and Community Care Therapist Professional Practice Educator</b>	<b>APRIL 1, 2019 1.5%</b>	<b>APRIL 1, 2020 1.5%</b>	<b>APRIL 1, 2021 1.5%</b>
Start	\$34.46	\$34.98	\$35.50
Step 1	\$35.83	\$36.37	\$36.91
Step 2	\$37.28	\$37.84	\$38.41
Step 3	\$38.76	\$39.34	\$39.93
Step 4	\$40.31	\$40.91	\$41.52
Step 5	\$41.91	\$42.54	\$43.18
Step 6	\$43.59	\$44.25	\$44.91
Step 7	\$45.34	\$46.02	\$46.71
After 25 Yrs	\$45.94	\$46.63	\$47.33

<b>Placement Coordinator/LTC Coordinator</b>	<b>APRIL 1, 2019 1.5%</b>	<b>APRIL 1, 2020 1.5%</b>	<b>APRIL 1, 2021 1.5%</b>
Start	\$31.57	\$32.04	\$32.52
Step 1	\$33.53	\$34.03	\$34.54
Step 2	\$35.50	\$36.04	\$36.58
Step 3	\$37.46	\$38.03	\$38.60
Step 4	\$39.42	\$40.01	\$40.61

<b>Nurse Practitioner</b>	<b>APRIL 1, 2019 1.5%</b>	<b>APRIL 1, 2020 1.5%</b>	<b>APRIL 1, 2021 1.5%</b>
Start	\$55.20	\$56.02	\$56.86
Step 1	\$57.55	\$58.41	\$59.29
Step 2	\$59.95	\$60.85	\$61.76
Step 3	\$62.31	\$63.25	\$64.19

<b>Registered Practical Nurse</b>	<b>APRIL 1, 2019 1.5%</b>	<b>APRIL 1, 2020 1.5%</b>	<b>APRIL 1, 2021 1.5%</b>
Start	\$34.25	\$34.76	\$35.28
Step 1	\$34.81	\$35.33	\$35.86
Step 2	\$35.37	\$35.90	\$36.44
Step 3	\$35.94	\$36.48	\$37.03
Step 4	\$36.50	\$37.05	\$37.61
Step 5	\$37.07	\$37.63	\$38.19

<b>Clinical Nurse Specialist- Wound</b>	<b>APRIL 1, 2019 1.5%</b>	<b>APRIL 1, 2020 1.5%</b>	<b>APRIL 1, 2021 1.5%</b>
Start	\$44.71	\$45.38	\$46.06
Step 1	\$46.83	\$47.53	\$48.25
Step 2	\$48.96	\$49.70	\$50.44
Step 3	\$51.10	\$51.86	\$52.64
Step 4	\$53.23	\$54.02	\$54.84

<b>Advance Practice Clinician</b>	<b>APRIL 1, 2019 1.5%</b>	<b>APRIL 1, 2020 1.5%</b>	<b>APRIL 1, 2021 1.5%</b>
Start	\$47.71	\$48.43	\$49.15
Step 1	\$49.75	\$50.50	\$51.25
Step 2	\$51.81	\$52.58	\$53.37
Step 3	\$53.87	\$54.67	\$55.49
Step 4	\$55.83	\$56.66	\$57.51

**APPENDIX 1 - O.N.A. GRIEVANCE FORM**

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
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 FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
ON-09 REV. 01/2000	DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - CNA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE		

**APPENDIX 2 - PROFESSIONAL RESPONSIBILITY REPORT FORM**

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

**SECTION 1: GENERAL INFORMATION**

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

**SECTION 2: DETAILS OF OCCURRENCE**

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

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

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

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

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

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

**SECTION 4: REMEDY/SOLUTION**

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

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

**SECTION 4: REMEDY/SOLUTION**

Provide details – (include names)

Was isolated incident resolved?

Yes Proceed to Section 8     No

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

If an ongoing problem, was the entire issue resolved?

Yes                                     No

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

Were measures implemented to prevent re-occurrence?

Yes                                     No

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

Provide details:

**SECTION 5: INITIAL RECOMMENDATIONS**

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

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

**SECTION 6: EMPLOYEE SIGNATURES**

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

Signature:	Phone No:
Signature:	Phone No:
Signature:	Phone No:
Signature:	Phone No:
Date Submitted: <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

B E T W E E N:

### WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK

A N D:

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

### **RE: GRANDPARENTED RIGHTS**

Access to sick leave and paid holidays for Waterloo job share incumbent hired prior to May 12, 1999:

Wilkinson, Dianne

Access to Paid Holidays only for part time incumbent transferred from Grand River Hospital on January 8, 2006.

Kelly Cawsey

Access for Wellington job share and regular part time incumbent at May 12, 2008 to:

- Paid Holidays (in accordance with the current collective agreement, prorated to their assigned FTE)
- Vacation (in accordance with the current collective agreement, prorated to their assigned FTE)
- Sick Leave (in accordance with the current collective agreement, prorated to their assigned FTE)
- Extended Health and Dental (in accordance with the current collective agreement's coverage, and subject to the cost-sharing arrangement of 80% Employer paid and 20% Employee paid)
- LTD, Life and ADD (in accordance with the current collective agreement)

If such employees elect to take % in lieu per the collective agreement as an alternative to these benefits they may waive their grand parented rights to the benefit package as offered above. For clarity, there will be no opportunity to reinstate their grand parented rights.

Ann Armstrong

Grandfathered rights apply while the incumbent is in the job share or regular part time classification but do not apply to people who vacate the job share position to move to a different classification and return to a job share position at a later date unless they moved to a temporary position.

Only the employees identified in the above lists will have access to the grandfathered rights (i.e. any other employees regardless of their hire date will not have access to the grandfathered rights).



DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

Jennifer Neundorf

Sarah Pettipiere

Sarah Palubeski

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Roberts

Dale Soegtrop

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\_\_\_\_\_

**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

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

**RE: COMPRESSED WORK WEEK ARRANGEMENT**

The Parties agree to meet and discuss the compressed work week arrangement during the life of the Collective Agreement.

DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

FOR THE UNION

Jennifer Neundorf

Susan Delisle Gosse  
Labour Relations Officer

Sarah Pettipiere

Heather Roberts

Sarah Palubeski

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as "the Union")**RE: HEALTH FORCE ONTARIO NEW GRADUATE INITIATIVES**

The Employer and the Union agree to the creation of supernumerary positions to be offered to newly graduated nurses. For all such positions the following principles will apply:

1. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year who is being funded under HFO funding;
2. Such positions will not be subject to internal postings or for request for transfer processes outlined in Article 10;
3. Such nurses will be temporary full-time and covered by the Collective Agreement;
4. Such nurses will be in formal mentorship arrangements.
5. The normal duration of such supernumerary appointment will be for six (6) months.
6. An offer of permanent employment status may be made to the new grad by the Employer and with agreement by the Union, as early as three (3) months into the program. The permanent status will be effective upon successful completion of the six (6) month HFO program. The newly hired permanent employee shall be considered as a probationary employee for a period of 412 hours worked from the effective date (half of the normal probationary period in Article 9.03(a)).
7. If the new grad has not accepted a permanent position by the end of the six (6) month period, the arrangement is ended;
8. The Employer bears the onus of demonstrating that such positions are supernumerary;
9. The Union will be provided with written notification of the outcome of each position;
10. Either party may terminate these arrangements in the event of a layoff.

DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

FOR THE UNION

Jennifer Neundorf

Susan Delisle Gosse  
Labour Relations Officer

Sarah Pettipiere

Heather Roberts

Sarah Palubeski

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

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

**RE: Professional Responsibility**

The parties agree that patient care is enhanced if concerns relating to professional practice and workload are resolved in a proactive, timely, and effective manner. In order to address the concerns raised in bargaining, the parties agree to the following;

- Professional Responsibility concerns will be a standing item for discussion in the Union Management Committee meetings.
- The parties agree to meet on a monthly basis for a minimum period of one (1) year.
- The parties agree to review the systemic issues that may be causing the Professional Responsibility concerns of the bargaining unit.
- To have ONA provide an initial education of Professional Responsibility to the committee.
- That one (1) decision maker from each party will be present at each meeting.

The parties agree that any processes and outcomes developed by the parties in the Committee meetings will be communicated to bargaining unit in a timely manner.

DATED at   Dundas  , Ontario this   19th   day of   August  , 2019.

FOR THE EMPLOYER

FOR THE UNION

Jennifer Neundorf

Susan Delisle Gosse  
Labour Relations Officer

Sarah Pettipiere

Heather Roberts

Sarah Palubeski

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as "the Union")**RE: Permanent Full Time Unassigned Staff Scheduling**

On occasion the LHIN hires permanent full-time Care Coordinators who are not yet assigned to a permanent primary budgeted position, in order to minimize gapping. The parties agree to the following principles in regards to unassigned full time members:

1. The parties agree that these are permanent full-time lines and the entire Collective Agreement would apply to these positions except where outlined in this Letter of Understanding.
2. Incumbents to these positions will be placed into temporary positions as defined as 10.03 (d) that have not been filled by current employees or they will be placed on a team as an extra.
3. If there are open permanent positions that have been posted and not filled they should be offered to these incumbents prior to them being placed into an unassigned position.
4. If they are placed into a temporary position that they did not post into, Article 10.02 will not apply if they are applying to a permanent position.
5. Incumbents to these positions could be scheduled for weekend, extended shift or one of a variety of schedules. Once placed into a scheduling group the incumbent will follow the rules for that scheduling model. If an unassigned staff is assigned to another scheduling model or location, the Employer will endeavor to provide 30 days' notice but will provide 10 business day at a minimum.
6. If an unassigned staff is assigned to another location, the Employer will endeavor to determine a mutually agreeable effective date with the unassigned staff, recognizing that there may be urgent organizational needs.
7. Incumbents will be available 2 out of 6 weekends. Incumbents should provide their availability to scheduling four (4) weeks prior to the posting of the schedule. Notwithstanding above, the Collective Agreement would apply in its entirety.

DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

Jennifer Neundorf

Sarah Pettipiere

Sarah Palubeski

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\_\_\_\_\_

FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Roberts

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as "the Union")**RE: Registered Practical Nurse**

Whereas the parties have discussed the expansion of the Registered Practical Nurse (hereinafter referred to as "RPN") classification from the Mental Health and Addiction team into the Rapid Response team.

The parties agree as follows:

1. That position(s) currently held by a Registered Nurse (hereinafter referred to as "RN") will not be replaced by RPN's and RPN positions will be newly added positions to the workplace.
2. The employer agrees that where RPN(s) are hired, they will only be assigned to work within their scope of practice on the Rapid Response Team or Mental Health and Addiction team.
3. Any work being assigned to the RPN must fall within the scope for RPNs as described in the College of Nurses Three Factor Framework, and as is appropriate for autonomous RPN practice.
4. When a RPN is working there will be a RN readily available and accessible for consultation and collaboration. Where consultation and collaboration becomes excessive care of the patient should be transferred to the RN.



DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

Jennifer Neundorf

Sarah Pettihere

Sarah Palubeski

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\_\_\_\_\_

FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Roberts

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as "the Union")**RE: Offering Additional Shifts**

Whereas additional shifts become available and are not covered by Article 17.05 (n), the parties have agreed to this process to address anticipated absences that are known for a period longer than the regular work week noted in Article 17.05 (n).

The parties agree to the following principles when attempting to fill shifts:

1. The Employer will ensure that Article 17.05 (b) of the Collective Agreement has been exhausted by offering shifts to regular part-time employees and casual part-time who have provided availability to work additional shifts.
2. Once this has been determined and if the shift is still available, the employer will request from members if anyone is interested in picking up additional shifts. Shifts will be offered to members in the following order;
  - a. The team at straight time according to seniority.
  - b. All staff at straight time according to seniority to the member who has the skill and ability to perform the duties required.
  - c. The team at premium or overtime according to seniority on a rotational basis.
  - d. All staff at premium or overtime according to seniority on a rotational basis to the member who has the skill and ability to perform the duties required.
3. Shifts commencing in the following work week with more than 48 hours but less than 72 hours, members will be given 1 hour to respond and the shift will be awarded to the most senior employee who has responded.
4. Shifts commencing in the following work week with more than 72 hours, members will be given 24 hours to respond and the shift will be awarded to the most senior employee who has responded.
5. No shift will be deemed to have been assigned to a member unless there has been confirmation either by personal conversation or written confirmation by both parties.

DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

Jennifer Neundorf

Sarah Pettihere

Sarah Palubeski

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\_\_\_\_\_

FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Roberts

Dale Soegtrop

\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as "the Union")**RE: Christmas Day Staffing for Extended Hours**

Whereas the Employer requires coverage for December 25<sup>th</sup>.

The parties agree as follows:

1. All staff that are scheduled to work December 25<sup>th</sup> based on their regular schedule will be required to work unless indicated otherwise on the December schedule which is posted on November 1<sup>st</sup>.
2. Scheduling will send out a request for volunteers to work December 25<sup>th</sup> by August 1<sup>st</sup>. Volunteers will be notified by September 1<sup>st</sup> if they are required to work.
3. If there are no volunteers, the Employer will assign the least senior employee scheduled to work at intake and the least senior employee scheduled to work at any of the hospital sites.
4. If the least senior employee was scheduled and did work the prior year, the next least senior employee scheduled to work in the areas requiring coverage will be scheduled.
5. Staff scheduled to work December 25<sup>th</sup> and not required to work can book the day off as vacation or arrange with their manager to work another day in the pay period, this will be deemed approved with the posting of the December schedule.
6. Employees scheduled to work as posted on November 1<sup>st</sup>, will be held to working this shift regardless of a change in work assignment or status.
7. If an employee resigns their position at the WW LHIN, a call for volunteers will be sent out by scheduling. Notwithstanding, employees scheduled off will not be forced to work on December 25<sup>th</sup>.

DATED at Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

Jennifer Neundorf

Sarah Pettipiere

Sarah Palubeski

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Roberts

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

A N D:

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

**RE: Innovative Scheduling**

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Employer and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties. Such schedules may be discontinued by either party with notice as determined by the Letter of Understanding negotiated by both parties;
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

DATED at     Dundas    , Ontario this   19th   day of   August  , 2019.

FOR THE EMPLOYER

FOR THE UNION

Jennifer Neundorf

Susan Delisle Gosse  
Labour Relations Officer

Sarah Pettipiere

Heather Roberts

Sarah Palubeski

Dale Soegtrop

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK**

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 Dundas, Ontario this 19th day of August, 2019.

FOR THE EMPLOYER

FOR THE UNION

Jennifer Neundorf

Susan Delisle Gosse  
Labour Relations Officer

Sarah Pettipiere

Heather Roberts

Sarah Palubeski

Dale Soegtrop

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