

COLLECTIVE AGREEMENT

BETWEEN:

LAKESHORE AREA MULTI-SERVICE PROJECT (LAMP)
(Hereinafter referred to as "the Employer")

AND:

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

Expiry Date: March 31, 2021

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its Employees represented by the Union; to provide an ongoing means of communication between the Union and the Employer; to provide as a mechanism for the prompt and orderly disposition of grievances and the final settlement of disputes arising from the express terms of this agreement and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 The Employer and the Bargaining Unit members shall not propose and/or enter into any agreement that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all Graduate and Registered Nurses, Registered Practical Nurses, and Nurse Practitioners employed in a nursing capacity at LAMP Community Health Centre, in the cities of Toronto, Etobicoke and Mississauga, Ontario save and except Supervisors and persons above the rank of Supervisors.
- 2.02 It is agreed that the word “Employee” or “Employees” wherever used in this Agreement shall be deemed to refer only to an Employee or Employees in the Bargaining Unit as hereinbefore defined.
- 2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine or self-identity and vice versa, where the context so requires.
- 2.04 “Registered Nurse”, “Registered Practical Nurse” and “Nurse Practitioner” means an Employee who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act and the Nursing Act*.
- An employee is required to present their current certification of registration and current receipt of payment to the Director, or their designate, upon renewal each year.”
- 2.05 A regular full-time employee means an employee who has successfully completed her probationary period and is regularly scheduled to work thirty-five (35) or more regular hours of work per week.
- 2.06 A regular part-time employee means an employee who has successfully completed her probationary period and is regularly scheduled to work less than thirty-five (35) regular hours of work per week and who offers to make a commitment to be available for work on a regular pre-determined basis.
- Casual employees mean employees who are not regularly scheduled to work and who are employed under an arrangement whereby the person may elect to work or not when requested to do so.

2.07 It is agreed that for purposes of training, experimentation, absenteeism or in emergencies where regular employees are not available, employees not covered by the terms of this agreement may perform the duties normally performed under this agreement.

2.08 The Employer will post any temporary vacancies in accordance with Article 12 of this agreement prior to posting the temporary vacancy externally.

A Temporary Nurse means a Nurse who is employed on a term and task basis to replace Nurses on leaves of absence or to fill a temporary Nursing vacancy or to perform work arising out of a new program which is funded for a fixed period of time. A Nurse hired externally on this basis shall be deemed to be in the Bargaining Unit; however, such interim replacement Nurse shall have no claim to the position temporarily filled and no entitlement under Article 11 as it pertains to Layoff and Recall. Temporary Nurses who are not enrolled in the pension plan are entitled to 13% in lieu of Health Benefits including Sick Leave, SUB plan benefits, Vacation, and Pension. If the Nurse chooses to enrol in the Pension Plan the in lieu benefit will be 4%. Temporary Nurses are entitled to Paid Holidays. Leave of absence and vacation time will be granted in accordance with the *Employment Standards Act*. If this Nurse is subsequently hired as a Full-Time or Part-Time Nurse, during their fixed term, then the time worked shall be considered part of the probationary period for the Full-Time or Part-Time position.

If the Temporary Nurse position is filled by a Nurse currently employed at the Health Centre, the Nurse will retain all rights and benefits under the Collective Agreement. At the conclusion of the fixed term, the Nurse shall return to their former position.

2.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Employer premises for the purpose of attending meetings as herein provided in this Collective Agreement. Such representatives shall have access to the premises only with the written (email) approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

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

ARTICLE 3 – NO DISCRIMINATION

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

3.02 Harassment and Discrimination

- (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, age, record of offences, marital status, family status, gender identity, gender expression or disability”. ref: *Ontario Human Rights Code*,
- (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee”. ref: *Ontario Human Rights Code*, Sec. 7 (2)

The right to freedom from harassment in the workplace applies also to sexual orientation.

- 3.03 Any employee who may have a harassment or discrimination complaint shall make the employer aware and in so doing shall follow the complaint process as set out in the employer’s harassment policies and process. Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation will be allowed.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.01 The Association 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 5 – MANAGEMENT RIGHTS

- 5.01 The Union acknowledges and recognizes that all matters concerning the management of the Employer’s operations and the direction of the working force are fixed exclusively with the Employer except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
 - (c) discharge, suspend, demote or otherwise discipline employees subject to Article 8.01 provided that a complaint by an employee who has acquired seniority has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the employees and to be observed by the employees which are not inconsistent with the provisions of this

Agreement. The Employer agrees to provide the Local Union President with a copy of any new or altered rules or regulations;

- (e) introduce new and improved facilities and methods to improve the efficiency of the Employer's operations; and
- (f) Generally manage the business in which the Employer is engaged and, without in any way restricting the generality of the foregoing, to determine in the interests of the highest standards of efficiency, the number of personnel required at any time, the hours of work, starting and quitting times, work assignments, schedules of work, the location of operations, the number of shifts, the services/functions to be performed including the right to plan, direct and control services/functions, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs as well as the methods, procedures and equipment to be used, job content, hygiene standards, the qualifications of an employee to perform any particular work; use improved methods and equipment; schedule overtime, and to conduct the staff performance reviews to evaluate the progress of employees.

5.02 The employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 – REPRESENTATION AND UNION SECURITY

6.01 The Employer will deduct from each Employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Where an Employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the Employee has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the union.

6.02 Such dues shall be deducted monthly and in the case of newly employed Employees, such deductions shall commence in the month following their date of hire.

6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

6.05 The amounts so deducted shall be remitted monthly electronically as directed by the Union, in the ONA Excel CSV Template, to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of Employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month including their social insurance numbers, addresses and phone numbers. A copy of this list will be sent to the Bargaining Unit President.

The Employer will provide each Employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employers payroll system.

6.06 The Employer agrees to provide the Bargaining Unit President, or designate, with up to fifteen (15) minutes to meet with each new bargaining unit employee during the new Bargaining Unit employee's orientation session. Where the Bargaining Unit President, or designate, is not working at the same work location where the new Bargaining Unit Employee's orientation is occurring, they shall designate an alternate Bargaining Unit Representative at the work location where the orientation is occurring to conduct this meeting.

ARTICLE 7 – RELATIONSHIP AND REPRESENTATION

7.01 Where management schedules a meeting required under this collective agreement at a time when the President, Grievance Officer, or other employee representative required to attend the meeting is otherwise regularly scheduled to work, the President, Grievance Officer or other Employee Representative shall participate in the meeting without loss of regular pay. It is further understood that meetings pursuant to Article 7.07 and meetings under Article 8 will normally be scheduled during the normal work day.

7.02 Grievance Officer and Negotiations Committee

- (a) The Employer agrees to recognize two (2) employees selected by the Union one (1) of whom shall be the Bargaining Unit President or a delegate in their absence for the purposes set out below.
- (b) The Employer agrees to recognize the Bargaining Unit President or a designate for the purpose of representing Employees and dealing with Union business as provided under this Collective Agreement.
- (c) The Union may appoint or elect a Negotiation Committee not to exceed two (2) Employees, one of whom shall be the Bargaining Unit President, from the Bargaining Unit along with representatives from the Union, for the purpose of negotiating amendments to the Collective Agreement. During bargaining the Employer shall maintain the normal earning of all the employees of the Employer on the Union's bargaining committee up to and including the first day of conciliation. Thereafter, the Employer will invoice the Union for payment of all earnings.
- (d) Where an Employee, who has successfully completed their probationary period, is called to a meeting with the Employer where discipline is to be issued, the Bargaining Unit President will be present, if on shift. If she is

not on shift, the Employee may select any other Union Representative who is available and on shift.

7.03 The Union shall notify the Employer of the names of the members of the Union committees.

7.04 The Union acknowledges and agrees that the President and other Employee Committee Members, as described in this Article, have regular duties to perform in connection with their employment with the Employer. The President and other Employee Committee Members will not absent themselves from their regular duties without first obtaining written (email) permission from the Executive Director, or designate.

7.05 The Union agrees that they will not conduct Union business either on the premises of the Employer or at such location where services are being provided by Employees, except as specifically permitted by this Agreement or as specifically authorized in writing by the Employer.

7.06 Occupational Health and Safety

The Employer agrees to provide for a healthy and safe work environment for its employees by at a minimum abiding by the terms and conditions of the *Occupational Health and Safety Act*, as amended.

The parties agree to a Health & Safety Committee composed of one (1) ONA bargaining unit member.

Any employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their regular rate of pay unless the attending physician states the employee is fit for further work on that shift.

7.07 Labour Management Committee

(a) There shall be a Labour-Management Committee comprised of three (3) representatives of the Union, designated by the Union, one of which will be the Bargaining Unit President. This may include a representative from ONA Central. There will be three (3) representatives for the Employer, one of which will be the Director of Human Resources and Executive Director.

(b) The Committee shall meet as mutually agreed, to discuss issues of mutual concern including concerns related to workload and concerns not covered by the grievance procedure. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members. The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

7.08 Professional Responsibility

In the event of a workload concern of a Nurse is such that she has cause to believe that being asked to perform more work than is consistent with patient care, she shall:

Address their concern in writing to the Director within fifteen (15) days of the alleged occurrence. In addressing the workload concern the Nurse must demonstrate how the increased work demand is in violation of the College of Nurses standards of care as and/or is in excess of LHIN negotiated targets.

A meeting shall be held within ten (10) calendar days between the Nurse and the Director to attempt to resolve the matter. Should the matter not be resolved, the Nurse can make a written complaint to the Executive Director within seven (7) calendar days after the meeting with the Director. The Executive Director shall convene a meeting of the Labour Management Committee within ten (10) calendar days of receiving the workload complaint. The committee shall attempt to resolve the workload complaint to the satisfaction of both parties.

Any workload concern shall not be considered a difference between the parties and is not capable of being the subject of a grievance or arbitration proceeding.

Workload concerns will be addressed by using ONA Professional Responsibility Workload Report Forms include in this Collective Agreement (Appendix C and D).

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 A grievance under this Collective Agreement shall be defined as a difference or dispute between the Employer and any Employee(s) or the Union. The Union and Employer agree that it is the mutual desire of the parties that grievances should be dealt with as quickly as possible.

All Grievances shall identify the provisions of the Collective Agreement alleged to have been breached and shall contain a brief statement of the facts giving rise to the grievance and a statement of the remedies sought. All grievances shall be filed in accordance with the procedure outlined in this Article, and on the prescribed Union form, which shall be appended to this Collective Agreement.

8.02 Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows:

Step One

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given the Supervisor or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with the Supervisor or designate within ten (10) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within ten (10) calendar days of the discussion in the following manner and sequence:

Step Two

If the Union considers the complaint of the employee justified to be a grievance it shall file a written grievance within ten (10) calendar days of the supervisor's response or lack thereof, to the Executive Director or designate. The Bargaining Unit President, ONA Labour Relations Officer and the Employee(s) concerned, shall meet within ten (10) calendar days or a mutually agreeable time with the Director or their designate and such other persons as the Director or designate may desire, to consider the grievance. The Director or designate shall render, in writing to the Union, the decision of the Employer with regard to the grievance within ten (10) calendar days following the meeting.

If the Union is not satisfied with the response of the Employer, it shall within twenty (20) days following receipt of the Employer's response notify the Employer in writing that they wish the matter proceed to arbitration.

8.03 A claim by an Employee who has completed their probationary period that they have been unjustly discharged shall begin the grievance procedure at Step 2.

8.04 The release of a probationary employee for reasons including those based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

8.05 The Union and Employer agree that the time limits mentioned in the grievance procedure shall only be extended by written agreement between the parties.

8.06 Any reference to days in this Article shall exclude Saturdays, Sundays and Statutory Holidays.

8.07 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

8.08 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.

8.09 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed, or confirmed by email, by each employee who is grieving to the Executive Director or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.10 Electronic Grievance Form

The parties agree to use the electronic version of the O.N.A. Grievance Form attached as Appendix B to this agreement.

ARTICLE 9 – ARBITRATION

9.01 Unless the Parties mutually agree to use a Board of Arbitration, the arbitration process in this agreement shall be one of a Sole Arbitrator.

If either party requests that a grievance be submitted to arbitration, the request shall be made by email addressed to the other party to the Collective Agreement indicating the name of three (3) arbitrator for the consideration of the other party.

Should no proposed arbitrator be agreeable, then the responding party shall provide a list of three (3) arbitrators for the Union's consideration. If no agreement can be reached on a Sole Arbitrator then either party may request the Ministry of Labour to appoint an arbitrator.

9.02 Each party shall pay their own expenses for the arbitration and One half the fees and expenses of the Arbitrator.

9.03 The Arbitrator shall not have the jurisdiction to alter or change any provision of this Agreement, or substitute any new provision in lieu thereof.

9.04 The award/decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

Full-time, and part-time employees shall be considered to be on probation for a period of five hundred and fifty (550) hours worked from date of last hire. If retained after the probationary period, the full-time Employee shall be credited with seniority from date of last hire and the part-time Employee shall be credited with seniority for the five hundred and fifty (550) hours worked. With the written consent of the Centre, the probationary nurse and the Bargaining Unit President or designate, such probationary period may be extended. Where the Centre requests an extension of the probationary period, it will endeavor to provide the notice to the Bargaining Unit President at least seven (7) days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional three hundred (300) hours worked, and where requested, the Centre will advise the nurse and the Union of the basis of such extension with recommendations for the nurses' professional development.

The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.

An Employee who transfers from regular part-time to full-time status or vice versa, shall not be required to serve a probationary period where such Employee has previously completed.

10.02 Upon successful completion of the probationary period, the Employee shall be placed on the seniority list and credit shall be given for hours worked since date of last hire.

10.03 Seniority Lists

- (a) A seniority list shall be established for all Employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all probationary employees shall be included on the seniority list. Seniority on such lists will be expressed in terms of a date. It is understood that seventeen hundred and fifty (1750) paid hours equals one year.
- (b) An Employee's full seniority and service shall be retained by the Employee in the event that the Employee is transferred from full-time to part-time or vice-versa. An Employee whose status is changed from full-time to part-time shall receive credit for their full seniority and service on the basis of seventeen hundred and fifty (1750) working hours for each year of full-time seniority or service. An Employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one year of seniority of service for each seventeen hundred and fifty (1750) working hours. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the Employee's date of hire.
- (c) Seniority lists shall be prepared twice annually according to the records of the Employer as of June 30th and December 31st. The seniority list shall be emailed to each ONA employee once prepared. Seniority shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting.
- (d) If an employee's absence without pay from the Employer under Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority with this Employer, for any purposes under the Collective Agreement for the period of absence in excess of thirty (30) continuous calendar days unless otherwise provided.

Notwithstanding this provision, seniority shall accrue if a nurse's absence is due to disability resulting in W.S.I.B benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

10.04 Deemed Termination — Loss of Seniority

A full-time or regular part-time or casual employee shall lose all service and seniority and shall be deemed to have terminated if the Employee:

- (a) leaves of her or his own accord;

- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for eighteen (18) calendar months, albeit in the case of employees with less than eighteen (18) months of seniority, the length of said seniority at the time of layoff will be the maximum length of absence due to layoff.
- (d) uses any leave of absence for any reason other than the one for which it was granted;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (f) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her or his intention to return within fifteen (15) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

ARTICLE 11 – LAY-OFF AND RECALL

11.01 Where the Employer decides to reduce the number of working forces in a classification the following provision shall apply. The Employer agrees that Employees shall be selected for lay off by the Employer considering the following factors:

- (a) seniority; and
- (b) skill, ability and qualifications.

Employees shall be laid off in ascending order on the basis of factor (a) where, in the opinion of the Employer, the factors in (b) are relatively equal.

11.02 Where a lay-off pursuant to this article is defined pursuant to the *Employment Standards Act, 2000*, as constituting termination of employment, the Employer shall provide the Employee(s) concerned with notice of termination, or pay in lieu therefore, consistent with the provisions of the *Employment Standards Act, 2000*, it being specifically understood that an Employee is required by the said Act to waive recall rights in order to receive pay in lieu of notice.

11.03 Where, in advance of the lay-off of an Employee(s), the Employer expects the lay-off to exceed sixteen (16) weeks in duration, the Employer will, where possible, so advise the Union at least two (2) weeks prior to advising the Employee(s) affected of their lay-off.

11.04 Where the Employer decides to increase the number of working forces in a classification, and there are persons on layoff from the classification with recall rights, the following shall apply. The Employer agrees that persons on lay off with recall rights shall be selected for recall by the Employer considering the following factors:

- (a) seniority; and
- (b) skill, ability and qualifications.

Persons on lay-off with recall rights are entitled to apply for any vacancies in the bargaining unit arising out of a job posting.

ARTICLE 12 – JOB POSTING

12.01 (a) Where the Employer determines that a job classification vacancy, which it expects to last for more than three (3) months, exists in the bargaining unit, the Employer shall post a notice on the bulletin board of such available position for seven (7) calendar days. Employees in the bargaining unit may apply for the posting during the seven (7) week day period that it is posted.

(b) Where more than one (1) applicant for the posted job classification vacancy has the necessary skill, ability and qualifications for the job classification vacancy, the Employer shall select the successful applicant considering the following factors:

- seniority; and
- skill, ability and qualifications.

The Employer agrees not to act in an arbitrary, discriminatory or bad faith manner when determining the skill, ability and qualifications.

Employees shall be selected for the posting in order on the basis of seniority where, in the opinion of the Employer, skill, ability and qualifications are relatively equal.

(c) Copies of all job postings will be provided to the Bargaining Unit President at the time of posting.

(d) Where, in the opinion of the Employer, no applicant possesses the necessary skill, ability and qualifications for the job classification vacancy, the Employer may, select an Employee from the bargaining unit or may fill the job classification vacancy from outside the bargaining unit.

(e) The Employer shall have the right to fill any permanent job classification vacancy which it determines exists on a temporary basis until the posting procedure is completed.

(f) It is understood that the Employer may back fill leaves of absence, up to twelve (12) months in duration and for eighteen (18) months for pregnancy and parental leaves in accordance with the *Employment Standards Act* or such other times as the parties will agree. Where the position is expected to exist for less than three (3) months, it need not be

posted and where the position is expected to exist for three (3) month up to eighteen (18) months, it shall be posted. Where an external candidate is hired for such a purpose, they may be hired for a fixed term and/or released without applying the lay-off procedure.

- (g) An Employee selected as a result of a posted job classification vacancy need not be considered for a further permanent job classification vacancy for a period of six (6) months from the date of her/his selection unless such job classification vacancy would result in a change of classification.

12.02 Notification to Unsuccessful Job Applicants

Employees who are the unsuccessful candidate for any Bargaining Unit posting will be spoken to directly or notified, in writing, of the decision being made prior to the posting of the name of the successful candidate.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time-to-time, unless otherwise amended below.
- (b) The Employee shall give written notification at least one (1) month in advance and where possible will give two (2) months' notice of the date of commencement of such leave and the expected date of return.
- (c) The Employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the LAMP at least eight (8) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she will have rights under the layoff clause.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by LAMP, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with days worked towards the probationary period.

LAMP will continue posting to fill such temporary vacancies that it is a Maternity Leave of Absence (MLOA).

- (e) LAMP may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission the LAMP's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to

Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the LAMP of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. Total cumulative maximum SUB payments is three thousand six hundred and seventy-five (\$3675.00) dollars

- (g) The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

13.02 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act 2000*, as amended from time to time.
- (b) The Employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee will have rights under the layoff clause, provided the Employee returns to work within the time frame as contemplated under the *Employment Standards Act, 2000*.
- (c) Employees temporarily hired to replace a regular employee who is on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If subsequently hired by the Employer, in a permanent position, the Employee shall be credited with seniority from the date of hire into the permanent position, subject to successfully completing her or his probationary period which shall commence as of the Employee's permanent hire date. If the Employer decides to post to fill such a temporary vacancy, it will note that it is a Maternity Leave of Absence (MOLA) replacement.

13.03 Personal Leave of Absence

Upon written application by an Employee, who has successfully completed their probationary period, the Employer may, in its sole discretion, grant an unpaid leave of absence. The Employer shall not be required to consider any requests under this article which have not been made with at least four (4) weeks' advance notice. Where the Employer grants any such request that is one (1) month or longer, the Employee shall be responsible for pre-paying, monthly in advance, the full cost of their benefit participation they wish to continue. In cases of emergency which require a request period of less than noted above, consideration will be given. Such requests shall not be unreasonably denied.

An Employee who is on a Personal Leave of Absence shall not continue to accumulate service, if the Personal Leave of Absence exceeds thirty (30) days.

13.04 Professional Development

The Employer will reimburse each fiscal year to a regular full-time employee up to a maximum of five hundred (\$500) dollars by way of reimbursement upon appropriate receipts being provided towards professional development.

This reimbursement allowance will include costs of malpractice insurance, travel, meal, accommodation, education fees and supplies associated with educational activities, such as computer hardware, software and other equipment.

Professional development paid time off as and when authorized by the Employer shall be made available each fiscal year as follows:

Nurse Practitioner - 10 days
RPN — RN —5 days

Pro-ration of professional development funds and time off to FTE for staff under 1.0 FTE.

For clarity — Paid time for mandatory certification and training requirements mandated by the employer shall be in addition to the dates herein.

As per LHIN financial policies professional development funds must be spent within the current fiscal year.

13.05 The educational program will be pertinent to the employee's employment. Requests will be made to the appropriate Manager and be approved thirty (30) days prior to the program. Professional development days cannot be accessed by staff on any leaves.

13.06 An employee shall be entitled to time off with pay, without loss of service, seniority or benefits, for work education or examinations required by the Employer.

13.07 Jury Duty, Court Attendance, Coroner's Inquest, Tribunal Hearings

(a) An Employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall, within three (3) business days from receiving such notice, notify the Executive Director.

(b) When a regular Full-Time Employee or regular Part-Time Employee is called for jury duty or to attend a tribunal under summons for a case in which the Crown is a party or as a witness at an inquest, or at the College of the Employee or as a witness in a case arising out of her employment, or as a witness at a hearing of a regulatory College of Ontario, shall receive, for a maximum of twenty (20) week days, for each day absence from regularly scheduled working hours, the difference between regular pay loss and the amount of jury fee, conduct money, or other payment, provided that the Employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the dates and times of service and the amount of any fee, conduct money or other payment received.

Employees shall continue to receive benefits and accrue seniority and service during such leave.

13.08 Union Leave of Absence

A Leave of absence without pay shall be granted to Employees who have successfully completed their probationary period, as selected by the Union to attend Union conventions or conferences, or Union business, provided that twenty-one (21) calendar days' advance notice is provided in writing. Not more than one (1) employee may be off at any one time. Such leave will not be unreasonably denied. During such leave of absence, an Employee's wages and applicable benefits or percentage in lieu of benefits if eligible shall be maintained by the Employer and the local Union agrees to reimburse the Employer of all such costs. The cumulative total of all such leave shall not exceed twenty-four (24) calendar days each year, except by mutual agreement.

13.09 Bereavement Leave

- (a) A bereavement leave of absence of five (5) consecutive days, will be granted to an Employee upon a death in her immediate family. Where any such day occurs on a regularly scheduled working day for the Employee, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay. "Immediate Family" includes parent, (to include step-parent), parent-in-law, spouse (including same-sex spouse), brother, sister, child, step-child, grandchild, foster child and grandparents.
- (b) A bereavement leave of absence of two (2) days will be granted to an Employee upon the death of their son-in law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, spousal grandparent, aunt or uncle. Where any such day occurs on a regularly scheduled working day, such employee shall be paid on the basis of the scheduled number of hours (excluding overtime) which they would have worked at their basic rate of pay, and shall not be unreasonably denied.
- (c) If the Employee requires additional time to bereave they may use accumulated time or vacation.
- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, in order to accommodate religious and cultural diversity.
- (e) At the discretion of the Manager bereavement/compassionate leave may be granted for other relationships, including, for example taking into account different cultural practices.

13.10 Family Medical Leave

Family medical leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

13.11 Family Caregiver Leave

Family caregiver leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

- 13.12 Critically Ill Child Care Leave
Critically ill child care leave will be granted in accordance with the provisions of *the Employment Standards Act, 2000*, as amended from time to time.
- 13.13 Crime-Related Child Death and Disappearance Leave
Crime-related child death and disappearance leave will be granted in accordance with the provisions of the *Employment Standards Act 2000*, as amended from time to time.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
Easter Monday	

Each regular full time Employee shall be granted two (2) float days in each fiscal year to be taken at a time mutually agreeable to the Employer and the regular full time Employee. Float time may be taken in hourly increments. Float days may not be carried forward and will not be paid out,

Float days will be pro-rated for part-time employees.

- 14.02 Where a holiday under Article 14.01 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the Employer shall designate an alternative day as the day on which the holiday will be observed, pursuant to the *Employment Standards Act, 2000*
- 14.03 If an Employee is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies), and in addition will receive one and one half (1 ^{1/2}) times her regular hourly rate of pay for all hours worked on the holiday.

The Employer will continue its current practice of offering Employees the option of receiving pay for the holiday or an alternative day off with pay.
- 14.04 To be eligible for holiday pay, an Employee must have completed her or his scheduled work assignment immediately prior to or immediately following the holiday and must work any hours that are scheduled on the paid holiday.
- 14.05 When a paid holiday falls during an Employee's vacation, she or he shall, at the option of the Employee, either be paid for the holiday in addition to their scheduled vacation, or may take an extra day off with pay at a time mutually agreeable to the Employee and the Employer.
- 14.06 The calculation of statutory holiday pay for part-time and casual Employees will be determined in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

ARTICLE 15 – VACATION

- 15.01 The Employer agrees to continue vacation entitlement and vacation pay in force at the time of ratification of this Agreement for all employees in the active employ of the Employer.
- (a) All regular full-time employees who have completed less than one (1) year of employment from their last date of hire, prior to April 1 in a year shall accrue 1.67 days per month from date of hire to a maximum of 20 days, which shall be pro-rated based on the employee's regular scheduled hours of work against a thirty-five (35) hour week at the time the vacation is taken.
 - (b) All regular full-time employees who have completed one (1) year of employment from their last date of hire but less than ten (10) years of employment prior to April 1 in a year shall entitled to twenty (20) days vacation with pay which shall be prorated based on the employee's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
 - (c) All regular full-time employees who have completed ten (10) years of employment from their last date of hire but less than twenty (20) years of employment prior to April 1 in a year shall entitled to twenty-five (25) days vacation with pay which shall be prorated based on the employee's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
 - (d) All regular full-time employees who have completed twenty (20) years or more of employment from their last date of hire but less than thirty (30) years of employment prior to April 1 in a year shall entitled to thirty (30) days vacation with pay which shall be prorated based on the employee's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
 - (e) All regular full-time employees who have completed thirty (30) years of service or more of employment from their last date of hire prior to April 1 in a year shall be entitled to thirty-five (35) days vacation with pay which shall be prorated based on the employee's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- 15.02 Part-Time Employees will accumulate vacation on a pro-rated basis according to their full-time equivalents
- Casual employees will receive vacation pay in accordance with the Employment Standards Act, 2000, as amended from time to time.
- 15.03 An Employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.
- 15.04 While on vacation, or if an Employee's scheduled vacation is interrupted due to accident or a serious illness, the time period of illness as verified by a doctor's certificate shall not be considered to be vacation time. In such an event, the

Employee may re-schedule their vacation at a time mutually agreeable to the Employee and their supervisor, provided the Employee has provided to the Employer satisfactory medical evidence to support the leave.

15.05 For the purpose of vacation entitlement, service for those Employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, seventeen hundred and fifty (1750) hours worked of continuous part-time service shall equal one (1) year of continuous full-time service and vice versa.

15.06 Vacation time may be taken at any time during the vacation year (which is April 1 to March 31). Regular Full-time employees and Regular Part-Time employees shall submit their vacation requests on a Vacation Request Form to the Employer as follows:

- (a) for vacation time commencing between April 1 and August 31, requests must be submitted no later than February 28;
- (b) for vacation time commencing between September 1 and March 31, requests must be submitted no later than June 30.

Employees who make their requests within the above submission deadlines shall be given preference with respect to their vacation periods in accordance with seniority, subject to the Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients. Vacation requests which are not made within the foregoing deadlines will be considered on a first come first served basis, subject to the Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients.

15.07 Employees may, upon written notification to the Leader/Director, carry over up to a maximum of ten (10) days' vacation entitlement to the next vacation year and will use the additional days within the vacation year.

15.08 Employees shall be permitted to have advance borrowing of five (5) days' vacation credit under exceptional circumstances which will not be unreasonably denied. Should an employee leave prior to earning those credits, then the Health Centre is authorized for all purposes including for purposes of the *Employment Standards Act*, and Regulations thereunder, to make deductions from the employee's outstanding wages for those credits not yet earned.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01 (a) The normal hours of work shall be thirty-five (35) paid hours per week or seventy (70) paid hours per two-week period exclusive of one (1) hour unpaid meal break each day, where an Employee is scheduled to work five (5) hours or more per day. The break will be scheduled by mutual agreement between management and the Employee, taking into consideration the operational needs of the Employer.
- (b) None of the above shall be deemed to constitute any guarantee whatsoever, either as to the hours of work per day or per week, nor as a guarantee of shift schedules.

- (c) The Employer agrees to grant lieu time off for all hours worked in excess of thirty-five (35) hours per week at straight time up to forty-four (44) hours per week. *The Employment Standards Act* will apply starting at forty-four (44) hours per week. Where possible, lieu/comp time should be taken within the same or next pay period following the period in which lieu time was worked and in any event it must be taken before the end of the fiscal year with the advance approval by their immediate supervisor. An employee shall not carry more than thirty (30) hours at any given time. Lieu/comp time will be taken at a time mutually agreed upon between the Employee and Employer subject to, in the opinion of the Employer, operational needs being properly staffed for the provision of services.

16.02 Bargaining Unit Employees shall be considered for flexible work schedules based on;

- The operational needs of the Employer
- The function of the position
- Health and safety requirements
- Seniority of the employees making a request

The Employer shall have the right to decide in its discretion whether an employee will be allowed to work a flexible schedule based on the following criteria

The Employer agrees that its decision shall not be exercised in an arbitrary or bad faith manner. Upon granting a bargaining unit employee the ability to work a flexible work schedule, the Employer may alter and/or rescind such arrangement in its discretion and in doing so shall not make its decision in an arbitrary or bad faith manner.

In recognition of the above the Union recognizes that the Employer has the right to schedule bargaining unit employees in a manner that maintains service delivery standards.

16.03 Overtime Pay

All hours beyond forty-four (44) hours in any work week shall be paid at time and one half (1 1/2X) the employees regular rate of pay.

ARTICLE 17 – EXPENSES

17.01 Mileage

If an employee is required to use his/her personal automobile on LAMP business then the rate of reimbursement will be fifty cents (\$0.50) per kilometre.

Subject to employees only being able to charge the difference between their usual mileage to work and the mileage to their approved alternate destination.

The use of non-personal vehicles (i.e., taxi, Go train, etc.) required to conduct the business of LAMP will be reimbursed upon presentation of receipts. In a case of local TTC travel, transportation will be reimbursed upon the presentation of a voucher listing the trips.

17.02 Parking Fees

Parking fees will be reimbursed while on Employer business, albeit parking violations and toll related charges will not be covered.

17.03 Meal Allowance

The Employer will reimburse staff for reasonable food costs while attending meetings away from LAMP upon the presentation of receipts for food expenditures. Each meal will be reimbursed up to the following:

Breakfast: \$10.00 dollars for breakfast

Lunch: \$15.00 dollars for lunch

Dinner: \$22.00 dollars for dinner

There will be a daily maximum of \$47.00 reimbursement. Alcohol expenses will not be covered.

17.04 Child Care

The Employer will provide child care or reimburse for child care costs incurred when staff are required to work at or attend employer functions outside of regular working hours.

ARTICLE 18 – MISCELLANEOUS18.01 Personnel File

An Employee, once per calendar year, may request the opportunity to review her or his personnel file, following reasonable written notice of at least five (5) days to the Employee's immediate supervisor.

18.02 Union Bulletin Boards

The Employer shall provide the Union with access to a bulletin board located in a non-public area of the Employer designated by the Employer. The Union may post meeting notices, conference notices, notice of educational opportunities, ONA election material, list of ONA executive and ONA contact information on the said bulletin board. However, no material shall be displayed which in the opinion of the Employer is detrimental to its interests.

18.03 Employees are encouraged to receive the influenza vaccination.

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

18.05 After five (5) days of illness, the Employer may require the Employee to obtain a medical certificate, and the Employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the Employee's pregnancy.

18.06 The parties agree the following practices will be maintained for the duration of the Collective Agreement:

- Early closing on Christmas Eve and New Years' Eve (no later than 12:30 p.m.).
- Continuation of the current practise of allowing the use of flex time or compensation time for medical and dental appointments for the employee or an immediate family members.

18.07 Workplace Violence

Workplace Violence shall be defined in accordance with the *Occupational Health and Safety Act*. Any Employee who believes that they have been a victim of workplace violence shall immediately report this to their immediate supervisor and/or the Executive Director in accordance with the Employer's policies and procedures.

The Employer agrees to develop, establish and put into effect, formalized measures, policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent behaviour and situations and support to employees who have faced workplace violence.

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

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

Damage to Personal Property

The Employer will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing her/his work.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

18.08 A copy of all job postings will be provided to the Bargaining Unit President at the time of posting and a list of vacancies, which have gone through the posting procedure and have remained unfilled for a period of greater than three (3) months, will be provided in an electronic format monthly to the Bargaining Unit President.

ARTICLE 19 – WELFARE BENEFITS AND PENSION PLAN

19.01 The Employer agrees to continue the health and welfare plans in force at the time of the signing of this Agreement and as more particularly set out in Article 19.01. The benefits available to employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage. It is understood that the Employer may at any time substitute another carrier for any of the benefits plans set out in Article 19.01 provided the benefits conferred thereby are not decreased.

The Health and Welfare plans referred to in Section 19.01 are as follows:

- (a) Extended Health Care - Great West Life Policy # 169386
 - Employee Basic Life Insurance
 - Accidental Death, Dismemberment and Specific Loss (AD&D) Insurance
 - Long Term Disability (LTD) Income Benefits
 - Healthcare
 - Vision Services
 - Dental Care
- (b) Extended Health Care – Great West Life Policy # 169387
 - Optional Life Insurance (Note – employee paid)
- (c) Employee Assistance Program Policy # 169470

The Employer agrees to pay the cost of premiums for the insurance plans as listed above in 19 (a) and (c) for regular full-time employees who have successfully completed their probationary period and who are normally scheduled to work 35 hours or more per week.

The Employer agrees to pay, on a pro rata basis, the cost of premiums for the insurance plans as listed above in 19 (a) and (c) for regular part-time employees who have successfully completed their probationary period and who are normally scheduled to work less than 35 hours but 17½ hours or more per week.

Any dispute over payment of benefits or eligibility to receive benefit payments under the above plans or policies shall be adjusted between the eligible employee and the insurer concerned. The Employer shall use his best efforts to adjust any such dispute, but the Employer is no way liable to any individual eligible employee for payment of benefits under such plans or policies and any issue between the eligible employee and the insured may not form or constitute in any manner whatsoever a grievance or arbitral matter under the Collective Agreement.

The contributions by the Employer toward the premium costs of the health and welfare plans as referenced in Article 19.01 will cease, save where statutorily required to be continued or, where an employee has been off work in the case of a layoff, sick leave, or any leave of absence, to the end of the month following the month the layoff, sick leave, or any leave of absence commenced.

For eligible employees, the Employer contributions toward the premium costs of the health and welfare plans as referenced in Article 19.01 will cease, save where statutorily required to be continued or, where an employee has been off work in the case of a layoff, sick leave, or any leave of absence, to the end of the month following the month the layoff, sick leave, or any leave of absence commenced, provided the Employee, where applicable, has pre-paid his or her required percentage premium contribution for said period of time.

The Employer shall provide each bargaining unit member with an information package respecting benefits outlined in Article 19.01. The Union, upon request, shall be provided with a current copy of the master policy.

Notwithstanding the above, all employees enrolled in the long term disability plan shall be responsible for paying one-hundred percent (100%) of the billed monthly premiums under the plan.

19.02 The Employer agrees that all bargaining unit employees shall be enrolled in Healthcare of Ontario Pension Plan (HOOPP) subject to its terms and conditions. The Employer shall make the required Employer contributions and the Employees shall make the required employee contribution. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions following completion of the probationary period.

19.03 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, as may be amended from time to time, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer shall be provided in a format required by the Administrator of the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

The Employer will provide the information to the Administrator of the Plan in electronic format.

19.04 Sick Leave

(a) Sick leave shall be accumulated at the rate of one and one-half (1.5) days for each month worked up to eighteen (18) days per year. For clarity, if the nurse is off sick they continue to accumulate 1.5 days per month.

(b) Sick leave may be used to cover absences due to illness or injury, for medical appointments or illness of family members.

(c) An employee will be permitted to carry over a maximum of eighteen (18) unused sick days per fiscal year. At no time shall an employee's sick leave bank exceed a maximum of thirty (30) sick days. This is in effect as of April 1, 2019. For clarity, the 2018 unused sick days will carry over to 2019.

(d) There shall be no pay out of unused sick leave upon termination.

- (e) Medical documentation is required to be provided after five (5) consecutive working days of absence. The Employer shall reimburse the employee for the cost of such medical documentation.
- (f) Sick leave entitlement, carryover, and banked hours will be prorated for part-time employees.
- (g) Employees must have completed their probationary period.

19.05 Supplemental Employment Benefits Plan for Short-term Illness

The purpose of the Plan is to provide eligible permanent employees a supplement or top-up to Employment Insurance Benefits (EI Benefits) so that the combined amounts will equal 85% of their regular salary during periods of unemployment due to short-term illness. The total cumulative value of SUB payments is \$3,500.

Permanent employees must have worked a minimum of one (1) year for LAMP. An employee's EI income benefit application confirmation will be required for verification.

The Supplemental Employment Benefit is payable at 85% of the employee's normal weekly earnings while the employee is serving the one (1) week EI waiting period.

If the employee, after receiving Supplemental Employment benefits, is disqualified from receiving those or additional EI benefits, the employee shall reimburse LAMP for Supplemental Employment payments received for the disqualification period.

If the employee receives benefits under this coverage and seeks compensation from a third party for causing the disability, the claim for compensation will include reimbursement for the loss of earnings. If the employee is awarded compensation, they will refund LAMP any benefits received under this coverage for such disability, up to the amount awarded in the Supplemental Employment plan, but not to exceed the amount of the compensation awarded. Written proof of the claim must be given to LAMP no later than 90 days following the commencement of the disability.

ARTICLE 20 – SALARY AND CLASSIFICATIONS

20.01 The Employer agrees to pay the wage rates attached hereto as Appendix "A", which forms part of this Agreement.

20.02 Each full-time employee shall be advanced from their present step to the next step as set out in Schedule "A" following the completion of each year of service. Each part-time employee shall be advanced from their present step to the next step as set out in Schedule "A" on the basis of each seventeen hundred fifty (1750) hours worked.

20.03 Retroactivity

Provision that are expressly made retroactive shall apply to all employees in the bargaining unit on April 1, 2019.

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of the date of ratification. Retroactivity will be on the basis of hours paid and will be made on a separate payroll deposit.

The Centre will contact former employees at their last known address on record with the centre, with a copy to the bargaining unit, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

- 20.04 Claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment or otherwise. The Employer shall advise each newly hired nurse of their right to make a claim for recent related experience under this provision. Once established consistent with the provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Employer by providing verification of previous experience. Having established the recent related experience, the Employer will credit a new nurse with one (1) annual service increment for every 1750 hours of service, up to the maximum of the salary grid. The initial wage rate for all new bargaining unit members, will be disclosed to the Bargaining Unit President on their date of hire.

For clarity, recent related experience may include recent related nursing experience out of province and out of country.

Any claim for recent related experience not granted by the Employer is subject to grievance.

ARTICLE 21 – DURATION OF AGREEMENT

- 21.01 This Agreement shall be for a period commencing the 1st day of April, 2019 and ending the 31st day of March, 2021 and shall be automatically renewed from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 21.02.
- 21.02 Either party to the Agreement may, within the period of ninety (90) days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation or to the making of a new Agreement.
- 21.03 Negotiations with respect to renewal of this Agreement shall commence within thirty (30) days of such notice unless otherwise agreed to.

DATED AT Toronto, ONTARIO, THIS 16th DAY OF July, 2019.

FOR THE EMPLOYER:

Keddone Dias
Executive Director

FOR THE UNION:

Alison Carre
Labour Relations Officer

Michelle Rossetto King

Eve Clancy-Brown

APPENDIX "A" CLASSIFICATIONS AND WAGES

NURSE PRACTITIONER

	April 1, 2018	Effective April 1, 2019
STEP 1	\$91,001.00	\$96,734.00
STEP 2	\$95,374.00	\$101,383.00
STEP 3	\$99,747.00	\$106,031.00
STEP 4	\$104,121.00	\$110,681.00
STEP 5	\$108,494.00	\$115,329.00

REGISTERED NURSE/NURSE EDUCATOR

	April 1, 2018	Effective April 1, 2019
STEP 1	\$60,534.00	\$62,138.15
STEP 2	\$63,257.00	\$64,933.31
STEP 3	\$65,981.00	\$67,729.50
STEP 4	\$68,705.00	\$70,525.68
STEP 5	\$71,429.00	\$73,323.00

REGISTERED PRACTICAL NURSE

	April 1, 2018	Effective April 1, 2019
STEP 1	\$43,239.00	\$44,000.01
STEP 2	\$45,320.00	\$46,117.63
STEP 3	\$47,401.00	\$48,235.26
STEP 4	\$49,482.00	\$50,352.88
STEP 5	\$51,563.00	\$52,469.00

$$\text{Hourly Rate} = \frac{\text{Annual Rate}}{1820 \text{ hours}}$$

$$\text{Annual Hours} = 52 \text{ weeks} \times 35 \text{ hours}$$

Provincial Wage Funding

The Parties agree that, should the provincial government direct the implementation of an increase in wage funding specific to the bargaining unit classifications covered by this agreement, the Employer will apply to receive such wage funding, and once wage funding allocation is confirmed, the Employer agrees to meet with and include the Union in discussions focused on gaining a full understanding of any directions provided by the government associated with such wage funding.

DATED AT Toronto, ONTARIO, THIS 16th DAY OF July, 2019.

FOR THE EMPLOYER:

Keddone Dias
Executive Director

FOR THE UNION:

Alison Carre
Labour Relations Officer

Michelle Rossetto King

Eve Clancy-Brown

APPENDIX "B" – GRIEVANCE REPORT

APPENDIX A
ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF



ONA LOCAL	STEP	DATE SUBMITTED TO EMPLOYER
SECTION LOCALE DE L'AINO	P	DATE DE SOUMISSION A L'EMPLOYEUR
EMPLOYER	ETAP	
	E	
GRIEVOR	1.	
PLAIGNANTE		
DEPARTMENT	2.	
SERVICE		
GRIEVANCE NO.	3.	
NO DU GRIEF		
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT		
SETTLEMENT REQUESTED/REGLEMENT DEMANDE		
SIGNATURE OF GRIEVOR SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP. SIGNATURE DE LA REP. DE L'AINO
STEP ONE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
PREMIERE ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶		SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	
STEP TWO	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
DEUXIEME ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶		SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	
STEP THREE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
TROISIEME ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶		SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	

ON-09 REV.01/2000

DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR
 DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE

APPENDIX "C"

COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

**ONTARIO NURSES' ASSOCIATION (ONA)
COMMUNITY
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting: (Please Print) _____
 Employer: _____ /Branch _____ Team/Area/Program: _____
 Date of Occurrence: _____ Start Time: _____ Duration Time: _____
 Hrs Wkd _____ On Call/ Supervisor Date/
 Ext. Hrs _____ (at time of occ.) _____ Time Submitted _____

SECTION 2: STAFFING/WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Regular Staff: RN _____ RPN _____ Clerical Support _____ IT Support _____
Actual Staff: RN _____ RPN _____ Clerical Support _____ IT Support _____
Junior Staff: Yes _____ No _____ How many? _____
RN Staff Overtime: Yes _____ No _____ If yes, how many staff? _____ Total Hours _____
Breaks: **Meal Period:** Missed _____ Late _____ Taken _____
Rest Period: Missed _____ Late _____ Taken _____

At the time of the occurrence, the planned workload was:	# Planned	Actual #	Time Planned	Actual Time
Home Visits / School Visits / Clinics				
Case Conferences / Team Meetings, etc.				
Documentation / Administration (i.e. phone, paperwork, supplies)				
Inservice / Education				
Travel (number of trips)				
Other (i.e. giving a presentation, etc.)				

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: Absence/Emergency Leave Sick Call(s) Vacancies

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

Please check off the factor(s) you believe contributed to the workload issue:

- | | | |
|---|---|---|
| <input type="checkbox"/> Change in client acuity (psy/phy/soc) Provide details: _____ | <input type="checkbox"/> # of Admissions _____ | <input type="checkbox"/> Unanticipated Assignment /uncontrolled variables (specify) _____ |
| <input type="checkbox"/> Visitors/Family members | <input type="checkbox"/> # of Discharges _____ | <input type="checkbox"/> Incomplete Referral Information |
| <input type="checkbox"/> Bed Shortage (hosp./LTC) | <input type="checkbox"/> Safety in jeopardy (specify) _____ | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Client census at time of occurrence _____ | <input type="checkbox"/> Lack of / malfunctioning equip.(specify) _____ | |
| <input type="checkbox"/> Non-Nursing Duties: (specify) _____ | <input type="checkbox"/> Weather | |
| | <input type="checkbox"/> Travel / Distance | |

SECTION 4: 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? (Check one)

SECTION 5: REMEDY

(A) At the time of the workload issue concerned, did you discuss the issue within the team/branch/program?
 Yes No Provide Details:

Was it resolved? Yes No

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes No

Did the designated person with whom you discussed the occurrence provide guidance?

Yes No Provide Details:

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Yes No Provide Details:

Was isolated incident it resolved? Yes No

If an ongoing problem, was entire issue resolved? Yes No

Were measures implemented to prevent re-occurrence? Yes No

Provide Details:

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

Category (CM, RN, RPN, PHN, PSW, Clerk, etc.)	Amount of time staff Available	Orientation to Branch Requires Yes <input type="checkbox"/> No <input type="checkbox"/> State Orientation time (min/hrs)

SECTION 6: RECOMMENDATIONS

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

- Inservice
- Change physical layout
- Caseload review for acuity/activity
- Equipment (Please specify) _____
- Other _____
- Orientation
- Float/casual pool
- ↑ RN/CM staffing
- ↑ Support staffing
- Review nurse/patient ratio
- Review policies & procedures
- Perform Workload Measurement Audit

SECTION 7: EMPLOYEE SIGNATURES

I/We request these concerns be forwarded to the Employer-Association Committee.

Signature: _____ Signature: _____
Signature: _____ Date/time Submitted: _____

SECTION 8: 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: _____

SECTION 9: RESOLUTION

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

Date:

Signatures: _____

- Copies: (1) Manager/Chief Nursing Officer (or designate)
- (2) ONA Rep
- (3) ONA Member
- (4) ONA LRO

Absence/Emergency Leave Sick Call(s) Vacancies Off unit
 Supervisor/Management Support available on site? Yes No

SECTION 3: PATIENT/CLIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

Change in client acuity/complexity (psy/phy/soc). Please specify:

- _____
- Consultation with MD/Delay _____
- # of Clients _____ Telemedicine _____
- Advanced scope of practice/client advocacy _____
- Abnormal diagnosis/laboratory follow-up: _____ (#).
- Documentation _____ Safety in Jeopardy (please specify) _____
- Language interpretation _____
- Consultation by _____ (telephone/onsite/etc.)
- Unanticipated clients/uncontrolled variables. Please specify:

Lack of/malfunctioning equipment. Please specify:

Non-nursing/administrative duties. Please specify:

- _____
- Weather
- Travel/distance
- Other: (e.g. Student supervision, mentorship, etc.) Please specify:
- _____

SECTION 4: DETAILS OF OCCURRENCE

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

Provide/identify the CNO standard(s)/practice guidelines, including the Nurse Practitioner Practice Standard, or organization/employer policies that are believed to be at risk:

Is this an: Isolated incident? Ongoing problem? (Check one)

SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the team/manager/supervisor.

Yes No

Provide details:

Was it Resolved? Yes No _____

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes No

Please provide discussion details including name of individual(s): _____

Was it resolved? Yes No

(C) Did you discuss the issue with your manager/supervisor (or designate) on her or his next working day?

Yes No

Please provide details: _____

Was isolated incident resolved? Yes No

If an ongoing issue, was the complete issue resolved? Yes No

Were measures implemented to prevent a re-occurrence? Yes No

Please provide details:

SECTION 6: RECOMMENDATIONS

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

- Inservice Preceptorship Review NP/patient ratio
- Increase NP Staffing Adjust Physician Hours Review Policies & Procedures
- Change Start/Stop times of shift(s). Please specify: _____
- Flexibility with appointments and scheduling Replace sick calls, vacation, paid holidays, other absences
- Perform Workload Measurement Audit
- Change Physical Layout Increase Staffing (Specify) _____
- Equipment. Please specify: _____ Other: _____

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

SECTION 8: 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.](#)

Date response to the employee: [Click here to enter a date.](#) Date response to the union: [Click here to enter a date.](#)

Copies: (1) Manager/Chief Nursing Officer (or designate) (2) ONA Representative (3) NP (4) LRO

ONA NURSE PRACTITIONER PROFESSIONAL RESPONSIBILITY WORKLOAD 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 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 WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN THE CNO STANDARDS AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the 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. co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Executive Director/Administrator or Manager (or designate) on his or her next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a Professional Responsibility Workload Report Form to the Union-Employer Committee within the specified number of days of the alleged improper assignment.
- 4) The Union-Employer Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the LRO shall attend a meeting with Management and attempt to resolve the complaint. Failing resolution, the LRO will request a Professional Practice Specialist to attend a follow up meeting.
- 6) If outlined in your Collective Agreement, the form may be forwarded to an Independent Assessment Committee within the requisite number of days of the meeting in (5) above, if outlined in your collective agreement.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure. The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

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) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) You should 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.

- 5) Identify the CNO NP standards/practice/guidelines/policies and procedures you believe to be at risk. College of Nurses Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify clients/patients/residents.

LETTER OF UNDERSTANDING

Between:

**LAKESHORE AREA MULTI-SERVICE PROJECT (LAMP)
(the "Employer")**

And:

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

Re: Article 19.04 Sick Leave

Should the Employer make amendments to improve sick leave entitlements for non-union staff during the term of this agreement, the parties agree to meet to discuss amendments to Article 19.04 to mirror the non-union sick leave amendments.

DATED AT Toronto, ONTARIO, THIS 16th DAY OF July, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Keddone Dias
Executive Director

Alison Carre
Labour Relations Officer

Michelle Rossetto King

Eve Clancy-Brown

LETTER OF UNDERSTANDING**Between:****LAKESHORE AREA MULTI-SERVICE PROJECT (LAMP)
(the “Employer”)****And:****ONTARIO NURSES’ ASSOCIATION
(the “Union”)****Re: Job Sharing – Pilot Project**

During the term of this collective agreement, the parties mutually agree to implement job sharing on a pilot project basis. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

Job sharing is defined as an arrangement whereby two permanent full-time Nurses share the hours of work of what would otherwise be on full-time position. Current Temporary Nurses may be considered for a job share arrangement. Employees engaged in a job share arrangement will be considered part-time under the collective agreement for the duration of the job share arrangement.

The division of these hours or the schedule shall be determined by the Employer, in consultation with the two (2) employees.

Any job share arrangement arrived at under this pilot project shall be for a term not to exceed one (1) year at which point the arrangement will be reevaluated by the Employer and the Union.

Each job sharer may exchange days with their partner, as well as with other employees, upon the approval of the Director.

Job sharers are not required to cover their partner during sick leave or vacation. Job sharers are not responsible for arranging coverage for their position during an absence.

Notwithstanding the above, either party may discontinue the job sharing arrangement with ninety (90) days’ notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

An incumbent Nurse wishing to share their position may do so without having their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

DATED AT Toronto, ONTARIO, THIS 16th DAY OF July, 2019.

FOR THE EMPLOYER:

Keddone Dias
Executive Director

FOR THE UNION:

Alison Carre
Labour Relations Officer

Michelle Rossetto King

Eve Clancy-Brown

LETTER OF UNDERSTANDING

Between:

**LAKESHORE AREA MULTI-SERVICE PROJECT (LAMP)
(the "Employer")**

And:

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

Re: Olesya Opyr, Temporary Nurse Practitioner and Temporary Nurses

Olesya Opyr will receive all fringe benefits (health benefits including sick leave, SUB plan benefits, vacation, paid holiday and pension) until the end of her contract.

Temporary nurses hired before the date of ratification of the Collective Agreement by the parties are entitled to all fringe benefits (health benefits including sick leave, SUB plan benefits, vacation, paid holiday and pension).

DATED AT Toronto, ONTARIO, THIS 16th DAY OF July, 2019.

FOR THE EMPLOYER:

Keddone Dias
Executive Director

FOR THE UNION:

Alison Carre
Labour Relations Officer

Michelle Rossetto King

Eve Clancy-Brown
