



Highlights of Achievements during ONA's negotiations on behalf of our Local Health Integration Network (LHIN) Members

TERM OF AGREEMENT: March 31, 2019 to March 31, 2022

WAGES

- Effective April 1, 2019:
Across the board increase of 1.5%
- Effective April 1, 2020:
Across the board increase of 1.5%
- Effective April 1, 2021:
Across the board increase of 1.5%

Retroactivity will be paid within two full pay periods of the date of ratification on the basis of hours paid. Retroactivity will be itemized and taxed separately.

Housekeeping:

Change all references of Community Care Access Centre (CCAC) to Local Health Integration Network (LHIN).

Employee Files:

Insert to all agreements where such language does not exist the following:

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

Pregnancy and Parental Leave:

Amend all agreements to reflect the following issues:

Parental Leave maximum leave periods of sixty-one (61) and sixty-three (63) weeks. **Agreed to 35 and 37 week changes suggested by ONA.**

Insert the following language in all agreements with Parental Leave Supplemental Unemployment Benefit (SUB) plans:

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*.

Family Medical Leave:

Amend all agreements as follows:

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

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

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

Proof of Registration:

Include the following language in all agreements:

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

Relationship:

Replace any like or similar articles in all Collective Agreements with the following:

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.

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*.

“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).

Temporary Employees:

Amend all provisions in each individual LHIN to provide for temporary employees **for the purpose of back-filling pregnancy/parental leave only** for a period of **up to twenty (20) months**.

Transfer Out of the Bargaining Unit:

Amend all agreements to allow transfers out of the Bargaining Unit **for the purpose of back-filling pregnancy/parental leave only** for a period of **up to twenty (20) months**.

NEW: Letter of Understanding to be inserted in each LHIN Collective Agreement Regarding 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.

Please be advised that each LHIN achieved additional non-monetary changes that addressed Local needs.