

TEMPLATE

B E T W E E N:

COMMUNITY CARE ACCESS CENTRES

(Hereinafter referred to as “the Employer”)

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as “the Union”)

Expiry: **March 31, 2014**

Colour Legend:

Blue: Instructions for assembling Collective Agreements

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ARTICLE 1 – PURPOSE

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

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

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

ARTICLE 2 – SCOPE AND RECOGNITION

Insert current provisions

ARTICLE 3 – MANAGEMENT RIGHTS

Insert current provisions

ARTICLE 4 – RELATIONSHIP

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

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

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

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

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

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2).
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," ref: *Ontario Human Rights Code*, Sec. 7 (2).
- (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (d) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the Employee during her or his orientation period.
- (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (f) Where an Employee believes that she or he has been harassed contrary to this provision, she/he may file a grievance under Article 6 of this Agreement, prior to filing a complaint with the Ontario Human Rights Tribunal.
- (g) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

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

ARTICLE 6 – REPRESENTATION AND COMMITTEES

Note: The provisions relating to travel time pursuant to Representation and Committees will remain unchanged.

6.01 Union Representatives

The Employer agrees to recognize **insert # determined locally** Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

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

6.02 Local Negotiating Committee

- (a) A negotiating committee of (number as per existing agreement unless amended in local negotiations) employee representatives appointed by the union including the bargaining unit president.
- (b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the employer is not responsible for accommodation, parking, transportation and food costs associated with the employee's participation in bargaining. Mileage allowance provisions will remain status quo at all CCACs.

6.03 Central Negotiating Committee

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

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

6.04 Union /Management Committee

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

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

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

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

6.05 The Employer will recognize a Grievance Committee(s) of **insert # determined locally**, one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.06 Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the bargaining unit. The number of committee members will be no less than that determined by legislation and the bargaining unit will be entitled to the same membership as any other employee group on the committees. The Union shall notify the employer of their representatives.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.

- (h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (j) The employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (k) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.07

Workplace Violence

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

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

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

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

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

- 6.08 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer and which permission shall not be unreasonably withheld.
- 6.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of investigating and processing grievances, attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior approval has been given by Employer.
- 6.10 It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings.

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

ARTICLE 7 – UNION SECURITY

7.01 Union Dues and Membership Lists

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

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

7.02 T-4 Slips

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

7.03 Indemnification

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

7.04 New Employees

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

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

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

8.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the union representative, the Union's Labour Relations Officer is entitled to attend such meetings.

8.04 (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party within fourteen (14) calendar days of its written intent to forward the matter to arbitration. Such notice shall contain the name of the first party's recommended Sole Arbitrator. Where such written notice is post-marked within twelve calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of its

agreement or propose an alternate Sole Arbitrator in writing. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

- (b) Notwithstanding a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have been settled or abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the *Labour Relations Act*. Extensions under this clause shall not be unreasonable withheld.

8.06 Once appointed the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the *Labour Relations Act* to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.09.

The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

8.07 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

8.08 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.

8.09 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

8.10 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.

8.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.

8.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

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

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

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

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

8.14 The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary,
- (b) exercising a right under this agreement,
- (c) discriminatory, or
- (d) bad faith.

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

8.15 Discharge Grievance

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

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

ARTICLE 9 – SENIORITY AND SERVICE

Insert current provisions

ARTICLE 10 – JOB POSTING

Insert current provisions

ARTICLE 11 – LAYOFF AND RECALL

Insert current provisions

ARTICLE 12 – EMPLOYEE FILES

Insert current provisions

ARTICLE 13 – LEAVES OF ABSENCE

13.01 (a) Union Leave

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

The cumulative total leave of absence and the number of days is determined by the local parties. **Insert current provisions here**

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

(b) Leave for Bargaining Unit President

Insert current provisions, or renew if a Letter of Understanding.

(c) Leave for Local Coordinator

Insert current provisions

(d) Leave for Board of Directors

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

percentage in lieu of benefits) of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(e) Leaves for ONA President

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 13.15, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

13.02 Personal Leave

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

13.03 Bereavement Leave

Insert current provisions

13.04 Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA for up to eight (8) weeks within a twenty-six (26) 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.

13.05 Pregnancy and Parental Leave

(a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of thirty-five (35) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to thirty-five (35) weeks in duration (37 weeks when pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to thirty-seven (37) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between **Insert existing amount** **XX** percent (**XX%**) of her regular weekly earnings and the sum of

her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks **(insert superior condition at Hamilton Niagara Haldimand Brant)**. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

(i) **Insert the following where CCACs currently provide parental top up:**

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

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

(j) **North West CCAC only – insert existing provisions related to pregnancy/parental leave extension**

Hamilton Niagara Haldimand Brant only – add new 14.05(e) to read as follows:

Due to family circumstances, an employee may require additional leave of absence of up to six (6) additional months. When this occurs, the employee must provide at least two (2) months' notice to the Employer of the need for additional leave time. Seniority and service shall remain as at the final date of parental leave and shall not accrue during this extended leave time.

- (k) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

Hamilton Niagara Haldimand Brant only – insert All existing employees on a leave will not be impacted.

13.06 Jury Duty, Court Attendance and Tribunal Hearings

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

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

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

- (c) Where the Employer requires an employee to attend any meetings with the Employer in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.
- (d) An employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she is not required to attend as above provided that it is longer than half ($\frac{1}{2}$) the schedule shift.
- (e) In the event that an employee is scheduled to start work on or after 1500 hours, she shall not be required to attend jury duty and then report for duty the same day.
- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, she shall not be required to attend work any shift commencing on or after 2300 hours later that day.

13.07 Educational Leave

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

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

13.08 Storm Leave

Insert current provisions

13.09 Professional Leave

Insert current provisions

13.10 Military Leave

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

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

13.11 Political Leave

Insert current provisions

13.12 Secondments

Insert current provisions

13.13 Pre-Paid Leave

Insert current provisions

13.14 Paid Personal Leaves of Absence

Insert current provisions with respect to paid leaves of absence relating to Personal, Family, Special, Emergency, Family Medical, Citizenship Day, Compassionate or Care Leaves.

13.15 Effect of Absence

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

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

employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.

Insert superior condition for LTD and EI sick leave.

- (g) It is understood that an employee who chooses to continue Group Insurance Benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

Drafting Note: Insert current provisions relating to LTD notification. Form 7 shall remain unchanged.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

Insert current provisions

ARTICLE 15 – PAID HOLIDAYS

Insert current provisions

ARTICLE 16 – VACATIONS

Insert current provisions

Amend the language to include the following:

Effective April 1, 2013, reduce the 6 week entitlement level by as much as two years, but no better than 6 weeks after 19 years, in accordance with the current vacation practice at each CCAC.

ARTICLE 17 – HOURS OF WORK

Insert current provisions

North Simcoe Muskoka CCAC only – Renew Letter of Understanding

South West, Central East, North West and Erie St. Clair CCACs only – Add the following language:

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

ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES

Insert current provisions

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

North West only – Insert the following:

18.07 Call Back

When an employee who has completed her regularly scheduled shift and left work and is called back to work outside her regularly scheduled working hours, or is called in from standby, the employee shall receive time and one half (1.5) her regular rate of pay for all hours worked with a minimum of four (4) hours at her regular rate of pay, unless such call back occurs less than four (4) hours prior to her normal start time, in which case she shall receive time and one half (1.5) for all hours worked prior to her normal start time.

In the event an employee is required to respond to any calls or contact during the on-call shift the employee shall be paid at one and one-half (1½) times her regular hourly rate for all hours worked. It is understood that this payment shall be paid in increments of thirty (30) minutes.

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

North West only – Insert the following:

18.XX Standby

An employee who is required to remain available for duty on standby outside her regularly scheduled hours of work shall receive standby pay in the amount of (\$3.50) per hour for the period of standby that is scheduled. Where such standby duty falls on a paid holiday, as set out in Article 18, the employee shall receive standby pay in the amount of four dollars and fifty cents (\$4.50). Standby pay will cease where an employee is called in to work under clause 18.07 above and works during the period of standby.

18.09 Shift and Weekend Premium

(a) Shift Premium

Insert current provisions, and add the following:

Effective the first pay period after ratification, where a shift premium does not provide for payment during the night, amend the provision to provide payment during the night equal to the current entitlement level.

Effective April 1, 2013 increase the existing provision 20¢/hour.

North East only – amend Article 24.04 to read as follows:

Shift Premium

An employee shall be paid a shift premium of \$2.00 per hour for each hour worked which falls between 17:00 and 08:00 hours.

Shift premium will not form part of the employee's straight time hourly rate.

(b) Weekend Premium

Insert current provisions

Effective April 1, 2013 increase the existing provision 20¢/hour.

18.12 Responsibility Payment

Insert current provisions

ARTICLE 19 – PENSION AND BENEFITS

Insert current provisions and amend the language to reflect the following:

Effective April 1, 2013, increase the hearing aide coverage to provide for \$500 coverage every 36 months. (Maintain superior benefits in those CCACs with better coverage)

Effective April 1, 2013, increase the existing vision coverage in all CCACs, except Hamilton Niagara Haldimand Brant, by \$50/24 month period.

North West CCAC only – Effective April 1, 2013, all eligible employees to have Kenora/Rainy River vision plan.

Hamilton Niagara Haldimand Brant CCAC only – Effective April 1, 2013, amend dental plan to the 2009 ODA fee guide.

North West CCAC (Kenora only) – Effective April 1, 2013, amend Article 20.04 ii) as follows:

- ii) dental – an amount equal to one hundred percent (100%) of the billed premium for a Dental Plan #9 or its equivalent at the 2007 ODA schedule on the basis of \$10/\$20 deductible;

19.05 Employees will be enrolled in the Healthcare of Ontario Pension Plan (HOOPP plan) and appropriate salary deductions made in accordance with the Plan provisions.

19.06 El rebate provisions – **Insert current provisions, if any**

19.08 The Employer may substitute another carrier for any of the foregoing plans provided that the levels of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

19.11 Retirement Benefits

Status quo (including maintaining existing provisions for grand-parented employees with Retiree Benefits) in each CCAC

Erie St. Clair CCAC only – Insert superior benefits for current NP benefits and 100% Retiree Benefits [employees listed in Article 18.10(d)].

North West CCAC only – Insert existing provision for Retirement Allowances.

Part-time Benefits

Insert current provisions, if any

ARTICLE 20 – SICK LEAVE AND LTD

Insert current provisions

20.04 Vacations – Interruption

Insert current provisions

South East CCAC only – delete 20.05 and maintain 16.15.

20.05 **Insert current provisions**

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

ONA to choose to insert either the following in language or maintain existing language of a like nature:

20.10 Leave for Medical Appointments

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

ARTICLE 21 – JOB SHARING

Insert current provisions

ARTICLE 22 – MISCELLANEOUS

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

22.02 Proof of Employment – Financial Disclosure

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

Proof of Employment – Recent Related Experience Disclosure

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

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

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

Delete and replace all existing language with the following:

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

ARTICLE 23 – SALARIES AND CLASSIFICATION

Insert current provisions

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

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

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

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

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

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

24.02 The following principles shall govern the resolution of issues:

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

24.03 The following process shall be followed:

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

response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.

- (c) Failing resolution in (b) above and within five (5) work days of the written response or no response in (b) above being provided to the employee, the Union shall forward the Form to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- (d) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the issues arising out of this provision.
- (e) Timelines outlined in the above article can be extended by mutual agreement of the parties.

Hamilton Niagara Haldimand Brant, South East and Erie St. Clair CCACs only – Insert Independent Assessment Committee/Professional Responsibility Committee provisions.

Central East CCAC only – Insert access to the grievance procedure.

ARTICLE 25 – ORIENTATION AND IN-SERVICE

Insert current provisions

ARTICLE 26 – DURATION AND RETROACTIVITY

- 26.01 This Agreement shall continue in effect until March 31, 2014 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

SCHEDULE "A"
SALARY SCHEDULE

Amend all collective agreements as necessary to reflect:

Lump Sum to be paid no later than December 1st, 2011 – Payable to current bargaining unit employees employed on the date of ratification, a lump sum payment equal to 1.2% of gross earnings paid by the employer in the twenty-six full pay periods prior to ratification.

Lump Sum to be paid no later than June 1, 2012 – Payable to current bargaining unit employees employed on April 1, 2012, a lump sum payment equal to 1.2% of gross earnings paid by the employer in the twenty-six full pay periods prior to April 1, 2012.

Lump Sums – The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including but not limited to pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions.

Effective April 1, 2013 – 2.75% increase applicable to all steps of all classifications in all CCACs except North West and North East. Effective April 1, 2013 the North West and North East wage grids are as follows:

North West

| | CURRENT | APRIL 1, 2013 (4%) |
|---------|----------------|---------------------------|
| Step 1 | \$29.64 | \$30.83 |
| Step 2 | \$30.45 | \$31.67 |
| Step 3 | \$31.03 | \$32.27 |
| Step 4 | \$31.76 | \$33.03 |
| Step 5 | \$32.49 | \$33.79 |
| Step 6 | \$33.59 | \$34.93 |
| Step 7 | \$34.32 | \$35.69 |
| Step 8 | \$35.41 | \$36.83 |
| Step 9 | \$36.50 | \$37.96 |
| Step 10 | \$38.00 | \$39.52 |

North East

| | CURRENT | APRIL 1, 2013 (4%) |
|--------|----------------|---------------------------|
| Step 1 | \$30.69 | \$31.92 |
| Step 2 | \$31.64 | \$32.91 |
| Step 3 | \$32.62 | \$33.92 |
| Step 4 | \$33.63 | \$34.98 |
| Step 5 | \$34.68 | \$36.07 |
| Step 6 | \$35.75 | \$37.18 |
| Step 7 | \$36.86 | \$38.33 |
| Step 8 | \$38.00 | \$39.52 |

North East red-circling

Red-circling for the following employees will continue in the same fashion as in the past.

Sherrri-Anne Aitchison
Chris George
Angela Latour
Nancy Wallace

North Simcoe Muskoka red-circling

Red-circling for the following employees will continue in the same fashion as in the past.

Janice Ball
Linda Hills
Tamara Smith
Jennifer Houston

APPENDIX 1 O.N.A. GRIEVANCE FORM

| ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF | | | | | | | | | |
|---|---|---|---|----|--|----|--|----|--|
| ONA LOCAL SECTION LOCALE DE L'AIIO EMPLOYER EMPLOYEUR GRIEVOR PLAIGNANTE DEPARTMENT SERVICE | <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">STEP ÉTAPE</th> <th style="width: 90%;">DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR</th> </tr> <tr> <td style="text-align: center;">1.</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> </tr> </table> | STEP ÉTAPE | DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR | 1. | | 2. | | 3. | |
| STEP ÉTAPE | DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR | | | | | | | | |
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |
| 3. | | | | | | | | | |
| NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT | | | | | | | | | |
| | | | | | | | | | |
| SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ | | | | | | | | | |
| | | | | | | | | | |
| SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE: | SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA RÉP DE L'AIIO: | | | | | | | | |
| STEP ONE PREMIÈRE ÉTAPE ▶ | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR: | | | | | | | |
| STEP TWO DEUXIÈME ÉTAPE ▶ | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR: | | | | | | | |
| STEP THREE TROISIÈME ÉTAPE ▶ | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR: | | | | | | | |
| ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE | | | | | | | | | |

APPENDIX 2
PROFESSIONAL RESPONSIBILITY REPORT FORM

ONTARIO NURSES ASSOCIATION (ONA)
COMMUNITY CARE ACCESS CENTRE (CCAC)
PROFESSIONAL RESPONSIBILITY REPORT FORM

GUIDELINES AND TIPS ON ITS USE

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

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

STEPS IN PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

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

| |
|---|
| ONA CCAC PROFESSIONAL RESPONSIBILITY REPORT FORM |
|---|

| |
|---------------------------------------|
| SECTION 1: GENERAL INFORMATION |
|---------------------------------------|

| | | |
|---|------------------------|---|
| Name(s) Of Employee(s) Reporting: _____ | | |
| Employer: _____ | Site: _____ | |
| Team/Area/Program: _____ | | |
| Date of Occurrence: _____ | Start Time: _____ | Duration Time: _____ |
| (dd/mm/yyyy) | | |
| Hours Worked: _____ | On Call/Ext. Hrs _____ | Supervisor at time of Occurrence: _____ |
| Date submitted (dd/mm/yyyy): _____ | Time Submitted: _____ | |

| |
|---|
| SECTION 2: DETAILS OF OCCURRENCE |
|---|

| |
|--|
| Provide a concise summary of how the occurrence affected your practice/workload: |
| Check one: <input type="checkbox"/> Is this an isolated incident? <input type="checkbox"/> An ongoing problem? |
| Applicable Regulatory College: _____ |
| Applicable Standards of Practice/Policies/Procedures: _____ |

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

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

SECTION 4: REMEDY/SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/ site/ program?
 Yes No Date (dd/mm/yyyy)

Provide details:

Was it resolved?

Yes Proceed to Section 8 No Proceed to (B) Date (dd/mm/yyyy)

(B) Did you discuss the issue with a manager (or designate) immediately or on your next working day?
 Yes No Date (dd/mm/yyyy)

Provide details - (include names):

Was isolated incident resolved?

Yes Proceed to Section 8 No Date (dd/mm/yyyy)

If an ongoing problem, was the entire issue resolved? Yes No Date (dd/mm/yyyy)

Were measures implemented to prevent re-occurrence? Yes No Date (dd/mm/yyyy)

Provide details:

SECTION 5: INITIAL RECOMMENDATIONS

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

- Inservice Review CM Staffing
- Change Physical layout Review Support staffing
- Caseload Review for acuity/activity Review CM:Client ratio
- Orientation Review policies and procedures
- Part-time pool Perform Workload Audit
- Professional Standards Process Review

Equipment/Technology: please specify:

Other: please specify:

SECTION 6: EMPLOYEE SIGNATURES

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

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

Date Submitted: (dd/mm/yyyy) Time:

SECTION 7: MANAGEMENT COMMENTS

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

Management Signature:

Date: (dd/mm/yyyy)

SECTION 8: RESOLUTION / OUTCOME

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

Date: (dd/mm/yyyy):

Signatures:

LETTER OF UNDERSTANDING

AMEND AS NECESSARY TO REFLECT THE ULTIMATE SETTLEMENT IN THIS ROUND.

B E T W E E N:

CENTRAL COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: RED-CIRLING

The Employer will continue to pay the following red-circled employees at their current rate of pay until such time as their hourly rate falls within the applicable salary band:

Bennette Fernando
Ha Hua

These red-circled employees shall receive a lump sum payment on April 1st of each year in this agreement equivalent to 3% of their annualized salary until they are no longer red-circled.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

RENEW ONLY FOR JANE ARMSTRONG

B E T W E E N:

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: RETIREE EXTENDED HEALTH BENEFITS

The parties agree as follows:

1. The Extended Health and Dental Benefits (single) specified in the collective agreement will be made available under the same conditions as previous to those retirees listed below who were participating in the previous Retiree Benefits Program.
2. These benefits will terminate on the dates specified by the individual's name.

| Name | Coverage Expires |
|-----------------|------------------|
| Armstrong, Jane | Jan. 1, 2013 |

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

REMOVE

LETTER OF UNDERSTANDING

~~BETWEEN:~~

~~CENTRAL EAST COMMUNITY CARE ACCESS CENTRE~~

~~(Hereinafter referred to as "the Employer")~~

~~AND:~~

~~ONTARIO NURSES' ASSOCIATION~~

~~(Hereinafter referred to as "the Union")~~

~~RE: — ARTICLE 15 — HOURS OF WORK~~

~~The parties agree to meet in the first quarter of 2009 to review and discuss the status of any business initiatives/process changes/client demands that may impact the members of the bargaining unit with respect to the administration of Article 15.~~

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
COMMUNITY CARE ACCESS CENTRE**
(Hereinafter referred to as "the Employer")

A N D:

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

**RE: HOURS OF WORK IN EXCESS OF EIGHT HOURS (I.E. SEVEN HOURS EXCLUSIVE
OF A ONE HOUR UNPAID MEAL PERIOD)**

The parties agree that during the term of this collective agreement no employee working 7 hour shifts on the date of ratification (or regular part-time employees on the date of ratification) will be required to work a shift schedule of more than 7 hours. This does not preclude the establishment of shift schedules for more than 7 hour shifts (e.g. 10 hour shifts) for new employees or employees who choose to work such shift schedules. In such circumstances the Employer will meet with the Union to discuss and agree on issues related to shifts of more than 7 hours such as entitlements for things such as bereavement, vacation, sick days and the like.

The parties also confirm that during the term of this collective agreement no employee whose shift schedule on the date of ratification is solely Monday to Friday will be required to work a shift schedule which is not Monday to Friday. This does not preclude the establishment of shift schedules which are not Monday to Friday for any other employees.

The parties further confirm that during the term of this collective agreement no employee as of the date of ratification who is a full-time or regular part-time employee shall have her start time changed by more than one (1) hour or her finish time changed by more than one (1) hour. It is understood that nothing in this letter relieves the Employer of its obligation to provide the 45 calendar days notice required under Article 17.02 to full-time and regular part-time employees when changing the start or finish time of their shift.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

**HAMILTON NIAGARA HALDIMAND BRANT
COMMUNITY CARE ACCESS CENTRE**
(Hereinafter referred to as "the Employer")

A N D:

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

RE: SICK LEAVE TRANSITION

The parties confirm that notwithstanding the sick leave, short-term disability, weekly indemnity or similar provisions of the predecessor collective agreements the parties agree that effective the date of ratification of the new collective agreement the following applies on a one-time-only basis. I also confirm our agreement that there shall be no carryover or payout of any nature or kind whatsoever of any sick leave banks, credits, or the like accumulated or accrued under any predecessor collective agreement except as modified by the new collective agreement.

1. For all employees in the bargaining unit, other than those employees who immediately before the date of ratification of the new collective agreement were covered by the predecessor collective agreement between the HCCAC and OPSEU, they will start with a Sick Credit Accumulation Bank for the purposes of Article 20.01 of the collective agreement as set out below.

Less than 1 year of continuous service – 1.5 days per month X number of completed months of continuous service (e.g. more than 6 and less than 7 completed months of continuous service – 9 days)

More than 1 completed year of continuous service 18 days

More than 2 completed years of continuous service 34 days

More than 3 completed years of continuous service 51 days

More than 4 completed years of continuous service 68 days

More than 5 completed years of continuous service 85 days

More than 6 completed years of continuous service 102 days

More than 7 completed years of continuous service 120 days

2. For employees in the bargaining unit who immediately before the date of ratification of the new collective agreement were covered by the predecessor collective agreement between the HCCAC and OPSEU, they will start with their existing Sick Credit Accumulation Bank under Article 20 of the predecessor HCCAC and OPSEU collective agreement or a Sick Credit Accumulation Bank based on paragraph 1 above, whichever is greater.

3. This Letter of Understanding shall not have any application to employees hired after the date of ratification of the new collective agreement who shall accumulate sick credits from the date of hire pursuant to the provisions of Article 20 of the new collective agreement.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

REMOVE

LETTER OF UNDERSTANDING

BETWEEN:

**HAMILTON NIAGARA HALDIMAND BRANT
COMMUNITY CARE ACCESS CENTRE**
(Hereinafter referred to as "the Employer")

AND:

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

**RE: ~~CHRISTMAS EVE DAY AND NEW YEAR'S EVE DAY FOR NIAGARA BRANCH
EMPLOYEES IN FISCAL YEAR 2008~~**

~~Colleen Jonson
Labour Relations Officer
Ontario Nurses' Association~~

~~Dear Ms. Jonson:~~

~~I am writing to confirm our understanding that for fiscal year 2008 only (i.e. April 1, 2008 to March 31, 2009) and notwithstanding Article 15.01, employees in the Niagara branch shall be granted a holiday with pay on Christmas Eve Day and New Year's Eve Day in lieu of receiving two (2) Float Holidays under Article 15.01.~~

~~Yours truly,~~

~~Sheila Jaggard~~

~~Sheila Jaggard
Senior Director, Human Resources~~

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH EAST COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: SICK LEAVE CREDIT BANKS

The Employer and the Union agree as follows:

- (a) Sick leave credit banks equal to 21 hours effective the first day of the month following the completion of three months of continuous services, will be established for each new permanent full-time employee in the active employ with the Employer on the date of this agreement and hired between April 1, 2009 and up to June 30, 2011.
- (b) Use of paid sick leave credits for employees is subject to completion of the probationary period.
- (c) The list of eligible employees is attached.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

REMOVE

LETTER OF UNDERSTANDING

BETWEEN:

NORTH EAST COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

AND:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: WORKLOAD ISSUES

The Parties recognize that workload issues may impact on client outcomes, staff satisfaction and risks to clients. They wish to develop a process that appropriately balances the needs of clients and the professional standards issues of employees and the organizational realities of the CCAC. Thus, for the term of this collective agreement, the following shall govern workload issues:

1. Workload issues arise out of a pattern of circumstances and not a single incident.
2. The process of resolving workload issues should focus on realistic solutions where a pattern of circumstances creates the issues.
3. Employees and supervisors shall endeavour to resolve workload issues within their respective teams, programs, functional areas and work groups, as expeditiously as possible.
4. An employee who reasonably believes that there is a workload issue must raise the issue with the employee's immediate supervisor as soon as possible. Forms developed by the employer or by ONA may be used to assist in the articulation of the issue.
5. Circumstances arising more than six (6) months prior to the issue being raised with the employee's supervisor shall not be considered, nor shall a pattern be developed when there is a period of more than six (6) months between incidents.
6. The supervisor and the employee shall discuss the issue and it may be raised in an appropriate fashion by the supervisor at work group meetings.

Unresolved workload issues will be forwarded to the Labour Management Committee.

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: HOLIDAY PAY (PT)

- (a) Regular part-time employees, hired prior to September 30, 2001, shall be entitled to holidays and paid for at their regular salary rates as detailed in Article 20.01 during their month of employment if the paid holiday is their scheduled regular day of work. If the paid holiday falls on a day of rest they will be paid a percentage of their salary based on their hired full-time equivalent.
- (b) The above provisions shall apply to the following employees:

Peggy Garland
 Lisa Goodfellow
 Sue Mott
 Jennifer Paradis

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

 Labour Relations Officer

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: BENEFITS (PT)

(a) The parties agree that persons who were part-time employees prior to September 30, 2001 who were in receipt of benefits shall be entitled to continue to receive those benefits, including any improvements, as long as they remain part-time employees. Persons who become part-time employees after September 30, 2001 will receive percentage in lieu of all health and welfare benefits, holiday pay, and sick leave. Where the employee does not participate in the pension plan the amount of the percentage in lieu shall be thirteen percent (13%). Where the employee does participate in the pension plan, the percentage in lieu shall be reduced by an amount equal to the Employers' contribution to the pension plan. When a part-time employee changes his/her status he/she relinquishes the right to return to his/her former benefits treatment.

(b) The above provisions shall apply to the following employees:

- Peggy Garland
- Lisa Goodfellow
- Sue Mott
- Jennifer Paradis

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: PLACEMENT COORDINATOR, WAITLIST COORDINATOR CLASSIFICATIONS

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

Teri Beck
 Patrice Fillion
 Kathleen St. Amant
 Cheryl Thurley
 Lily Greaves
 Ginette Belanger
 Patti Joslin

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

 Labour Relations Officer

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: ONTARIO NURSES' ASSOCIATION (ONA) SICK BANKS

- (a) When the current sick leave plan was established November 1, 1988, all employees employed as of that date had their accumulated sick leave credits frozen. This credit was placed in an account known as "ONA Sick Leave Bank". This bank can be used as per:
- i) used to supplement current sick leave or,
 - ii) be paid out to the employee in accordance with Article 20.05 (b).
- (b) All eligible employees will receive a pay out of fifty percent (50%) of their "Bank" upon termination up to a maximum of one hundred and thirty (130) days based on the following formula:
- i) Five years full-time equivalent service (9,100 hours) 50% x bank x salary at time of termination;
 - ii) Less than five (5) years full-time equivalent # hours 9,100 x 50% x bank x salary at time of termination.
- Accumulation of sick leave credits as per Article 20.02 (a) will commence as of November 1, 1988 or date of hire, whichever is later.
- (c) Employees who transfer to part-time or casual status will have the opportunity to access the payout as outlined in (b) above if she or he so desires.
- (d) The above provisions shall apply to the following employees:

Joan Boughton
Marian Facciolo
Lois Fenton-Leber
Sue Mott
Kay Pollock
Joyce Thornton

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

RENEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: VACATION ENTITLEMENT

The parties agree where vacation entitlement is greater, if any, as outlined in the Collective Agreement, employees will be red-circled.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

REMOVE

LETTER OF UNDERSTANDING

BETWEEN:

~~NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE~~

~~(Hereinafter referred to as "the Employer")~~

AND:

~~ONTARIO NURSES' ASSOCIATION~~

~~(Hereinafter referred to as "the Union")~~

RE: ~~SICK LEAVE CREDITS~~

~~It is agreed that any full-time employee on staff on the date of ratification of the first agreement who does not have sick leave credits, as a result of being subject to the terms of a sick leave plan without accumulating credits, shall be credited with a sick leave bank of nine (9) days per year of service to a maximum of one hundred and ten (110) days, reduced by the number of sick leave days taken since July 1, 2007 or November 29, 2007 as the case may be.~~

NEW

LETTER OF UNDERSTANDING

B E T W E E N:

NORTH WEST COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: STANDBY

The parties agree to negotiate the scheduling issues related to the use of standby in order for the above provision to be implemented.

DATED at _____, Ontario this _____ day of _____, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

REMOVE

LETTER OF UNDERSTANDING

BETWEEN:

~~WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE~~

~~(Hereinafter referred to as "the Employer")~~

AND:

~~ONTARIO NURSES' ASSOCIATION~~

~~(Hereinafter referred to as "the Union")~~

~~RE: — LONG TERM CARE CO-ORDINATOR — DUTIES AND RESPONSIBILITIES~~

~~The employer will meet with the Association at least thirty (30) days prior to the implementation of any changes to the key responsibilities of the Long Term Care Co-ordinator to discuss issues in relation to the implementation.~~

REMOVE

LETTER OF UNDERSTANDING

~~BETWEEN:~~

~~**WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE**~~

~~(Hereinafter referred to as "the Employer")~~

~~AND:~~

~~**ONTARIO NURSES' ASSOCIATION**~~

~~(Hereinafter referred to as "the Union")~~

~~**RE: WELLINGTON VACATION HARMONIZATION**~~

~~Effective at ratification, the vacation year will be observed as January 1 to December 31 for the entire bargaining unit. Existing vacation bank balances will be maintained and entitlement for the remainder of the former Wellington vacation year will be brought forward and available for use in the current calendar year.~~

~~Employees will be red circled at their current entitlement if they presently receive a greater benefit than the collective agreement until such time as the length of their service per the collective agreement would entitle them to a higher vacation level.~~

~~During this transition period Wellington employees will have the right to carry over a maximum of ten (10) days of vacation entitlement into the 2009 vacation year to be scheduled with the approval of the Employer.~~

~~Thereafter the terms of this Collective Agreement will apply as agreed to.~~

UNIQUE ISSUES (CENTRAL EAST CCAC)

Amend existing language by inserting the following:

- 2.02 (d) Temporary employees are not eligible for Group Benefits under Articles 19 and 20 until they have completed three (3) months of work.

Appendix "A" – Salary Schedule

Remove points 1, 2, 3 as they relate specifically to the terms of the last settlement.

Case Manager/Educator/Facilitator/Placement Co-ordinator

- 1. ~~Harmonize the wage grid effective April 1, 2007.~~
 - ~~(a) Individuals move from current rate to next highest rate on the harmonized wage grid.~~
 - ~~(b) Retroactivity on wages for those who get a harmonization adjustment;~~
- 2. ~~Lump sum payment of \$160 per month for all full-time employees and \$80 per month for all part-time and casual employees for the period of April 1, 2007 to March 31, 2008;~~
- 3. ~~3.0% economic adjustment effective April 1, 2008; 3.0% effective April 1, 2009; 3.0% effective April 1, 2010.~~

| Step | April 1/10 | April 1/13 |
|---------|------------|------------|
| Start | \$33.10 | \$ 34.01 |
| 1 Year | \$34.51 | \$ 35.46 |
| 2 Year | \$35.70 | \$ 36.68 |
| 3 Year | \$37.00 | \$ 38.02 |
| 4 Year | \$38.30 | \$ 39.35 |
| 5 Year | \$40.31 | \$ 41.42 |
| 25 year | \$41.00 | \$ 42.13 |

Each regular full-time employee will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a regular full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Each regular part-time and casual employee will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 19.01.

A regular part-time or casual employee whose status is altered to regular full-time in the same position will assume her or his same level on the grid. A regular full-time employee whose status is altered to regular part-time or casual in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.

A casual employee whose status is altered to regular part-time or regular full-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual employee who is so transferred will be given credit for service accumulated since the date of last advancement.

UNIQUE ISSUES (SOUTH EAST CCAC)

Amend as follows:

16.01 Short Term Disability

In this section the word "month" shall mean a calendar month. All regular full-time employees absent from work due to an illness are eligible for sick leave pay for up to fifteen (15) weeks. Either full salary or two-thirds (2/3) salary will be paid as identified in the benefit periods below:

~~KFL&A part time employees currently participating in STD benefits as of October 4th will be grand parented for Short Term disability benefits. Entitlement will be prorated based on FTE of the position occupied as of date of ratification. It is understood that such employees will not be permitted to continue participation in STD benefits should they move to another office location outside the former KFLA geographic area. It is further understood for purposes of this Article, service is based on hours worked in accordance with Article 12.01 (b).~~

Further, FTE's will be calculated based on hours worked by each employee in the two full pay periods prior to date of ratification by both parties.

For Full Time (FT) employees with less than 3 months service entitlement shall be 1½ days' sick leave, with 2/3 pay, for each month of service (4½ days maximum).

| <u>Length of Service</u> | <u>Full Salary Period</u> | <u>2/3 Salary Period</u> |
|---------------------------------|---------------------------|--------------------------|
| 3months, but less than 1 year | Nil | 15 weeks |
| 1 year but less than 2 years | 2 weeks | 13 weeks |
| 2 years but less than 3 years | 3 weeks | 12 weeks |
| 3 years but less than 4 years | 4 weeks | 11 weeks |
| 4 years but less than 5 years | 5 weeks | 10 weeks |
| 5 years but less than 6 years | 6 weeks | 9 weeks |
| 6 years but less than 7 years | 7 weeks | 8 weeks |
| 7 years but less than 8 years | 8 weeks | 7 weeks |
| 8 years but less than 9 years | 9 weeks | 6 weeks |
| 9 years but less than 10 years | 10 weeks | 5 weeks |
| 10 years but less than 11 years | 11 weeks | 4 weeks |
| 11 years but less than 12 years | 12 weeks | 3 weeks |
| 12 years but less than 13 years | 13 weeks | 2 weeks |
| 13 years but less than 14 years | 14 weeks | 1 week |
| 14 years or more | 15 weeks | Nil |

16.06 If an employee commences sick leave benefits in one (1) calendar year and remains on sick leave benefits over a change in calendar years the employee must return to work and complete three (3) weeks of continuous full-time employment for the new calendar year benefits to apply. ~~For those KFL&A part time employees who were permitted to continue access to STD benefits as per 16.01 all lengths of service referred to are based on full-time equivalency.~~

16.09 Full Time employees and those ~~KFL&A part time employees referred to in 16.01~~ shall be eligible to apply for STD benefits for time lost owing to (1) illness, (2) injury, and (3) exposure to a communicable disease for which the employee has been quarantined by the Medical Officer of Health, to the full extent of their sick

pay credits, except where an award is made under the *Workplace Safety & Insurance Act*.

- 16.11 ~~An employee, including those KFL&A part time employees referred to in 16.01,~~ absent through illness on paid holidays observed by the Employer, shall be paid at the salary rate being paid at that time, provided sick leave pay is being made and provided that the employee is entitled to such holiday pay in accordance with Article 15.10.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

~~Part time KFL&A Employees currently enrolled in Extended Health, Dental and STD Benefits as of October 1, 2008 will have the choice of remaining in such benefits or may elect percentage in lieu of such benefits. A part time KFL&A employee who elects to retain the above noted benefits will pay twenty (20%) percent of the applicable premium costs. All other part time employees will receive the applicable percentage in lieu of benefits in accordance with Article 21.09.~~

- 21.08 (b) The hourly salary rates payable to a regular or casual part time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may on a voluntary basis, enroll in the Employer's pension plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the pension plan the percentage in lieu of fringe benefits is nine per cent (9%).

It is understood and agreed that the part-time employees' hourly rate (or straight time hourly rate) in this agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or over time payments.

~~Note: Within thirty (30) days of ratification KFL&A part time employees enrolled in benefits as of October 1st will elect to maintain the benefits in which they are currently enrolled (excluding AD&D, group life and LTD) or choose percentage in lieu of benefits as above. All other part time employees will receive the applicable percentage in lieu of benefits.~~