

COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

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

Expiry: March 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish the terms and conditions of the employment of employees included in the bargaining unit described in Article 2 and to whom this collective agreement (the Agreement) applies.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all the employees of the Central Community Care Access Centre save and except supervisors, persons above the rank of supervisor, persons employed in confidential capacities as per s. 1(3)b) of the Act and IT in Shared Services located out of 700 and/or 800 Bay Street.

- 2.02
- a) Full-time is an employee who normally works a regular schedule of thirty five (35) hours per week or seventy (70) hours biweekly.
 - b) Regular part-time is an employee who normally works a regular schedule of less than thirty-five (35) hours per week or seventy (70) hours biweekly.
 - c) Casual part-time is an employee who works on an ad hoc basis, as required by the Employer.

Wherever the term "casual" is used in the Collective Agreement, it shall mean "casual part-time" as defined in the clause.

- d) A Temporary employee is an employee who is hired to work for a period of up to fourteen (14) calendar months, unless otherwise agreed to by the parties.

At the end of the temporary employment, the temporary employee will be deemed terminated without recourse to the grievance and/or arbitration provisions, or the layoff provisions of this agreement.

A temporary employee is employed at the Employer's discretion. In the event a temporary employee's employment is terminated prior to the planned end date, for other than cause, the employee will be entitled to two weeks notice, or pay in lieu thereof.

Temporary employees do not accrue seniority or service for any purposes under this agreement.

Temporary employees are not entitled to apply for other temporary positions at the CCAC. If a Temporary employee is the successful applicant to a posted permanent position he/she shall receive credit for service and seniority from her original date of hire.

- e) A Temporary Position is a position created to respond to a temporary increase in workload, the absence of a regular employee, or the need to fill a job with a fixed term or task.

Temporary positions may extend for a period of up to fourteen (14) calendar months, unless the parties agree otherwise.

A permanent full-time employee who fills a temporary full-time position will continue to be treated as a permanent full-time employee. A regular part-time employee who fills a temporary full-time or a temporary part-time position will continue to be treated as a permanent part-time employee. A permanent full-time employee who fills a temporary part-time position will be treated as a regular part-time employee but shall not be subject to any payout provisions under the collective agreement.

Temporary positions are subject to a trial period.

It is understood that temporary assignments may end earlier than initially anticipated.

At the end of the temporary assignment, a permanent employee shall revert to their permanent position. In the event their former position no longer exists, the employee will return to a comparable position. Any subsequent appointments will be reversed.

2.03 Notwithstanding the above language, persons not in the bargaining unit shall be entitled to perform bargaining unit work in the following situations:

- a) for the purpose of instruction or training;
- b) student placements;
- c) in the event of an emergency situation;
- d) when performing developmental or experimental work; or
- e) when employees are not available due to an employee not reporting to work as scheduled until replacement staff arrives or replacement staff availability has been exhausted.

2.04 It is recognized that, from time to time, the Employer utilizes the services of persons who are not directly employed by the Employer and are assigned or otherwise directed to the Employer for the purposes of internship, educational, training or exchange programs and that such individuals are not encompassed by the bargaining unit.

2.05 It is recognized that the Employer contracts from time to time with various agencies whose employees render services in association with the Employer and its employees. The employees of such agencies are not included in the bargaining unit and nothing in this Agreement shall limit the right of the Employer to continue in or to enter into such arrangements.

ARTICLE 3 – RELATIONSHIP

- 3.01 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.
- 3.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 3.03 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, national origin, sex, sexual orientation, marital status, family status, age, disability, religious affiliation. *Ref: Ontario Human Rights Code*
- 3.04 The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:
- a) 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.
 - i) The Employer and the Union will review Employer policies and processes with respect to harassment with the employee during her or his orientation period.
 - ii) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
 - iii) An employee who believes that he/she or he has been harassed contrary to this provision may file a grievance.
- Note: "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)*
- 3.05 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

- 4.01 There shall be no strikes or lockouts during the term of this Agreement. The term "strikes" and "lockouts" shall be as defined in the Labour Relations Act of the Province of Ontario and amendments thereto.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes the right of the Employer, subject to the terms of this Collective Agreement to:
- a) Operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Employer by statute.
 - b) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by the employees. The Employer recognizes that the foregoing is subject to the right of the employees concerned to lodge a grievance in the manner and extent herein provided.
 - c) Select, hire, discipline, suspend, discharge, transfer, relocate, assign hours of work, assign to shifts and schedule overtime, promote, demote, classify, lay off, recall, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against the employee's wishes and, further provided that a claim of discriminatory promotion, demotion, transfer, classification, early retirement, discipline or suspension, or a claim by an employee of being discharged without cause, may become the subject of a grievance and be dealt with as herein provided.
 - d) Direct the work force, the right to plan, direct and control the operations of the Employer, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the assignment and contracting out of work, the extent of the Employer's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

- 6.01 The parties recognize the value of employees' input and participation in committee meetings. All joint Employer and Union meetings shall be scheduled where practical, during the employee's regular working hours. In the event the meeting is scheduled outside of the employee's normal working hours the employee shall be paid at their regular rate for all time spent at the meeting.

The Employer agrees that the Union representatives may use the telephone and e-mail systems for Union purposes.

For the purpose of meeting with the Employer, members of the Committees set out in this Article are permitted to be absent from work, and shall suffer no reduction in regular earnings, on the following conditions:

- a) The time shall be devoted to the prompt handling of the said business.
- b) The member concerned shall obtain the permission of her immediate supervisor before leaving her work.
- c) The time away from productive work shall be reported in accordance with the timekeeping methods of the Employer.
- d) The Employer reserves the right to limit such time if the time so taken is unreasonable.

6.02

- a) The Employer agrees to recognize 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.
- b) The Employer will recognize a Grievance Committee. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement. The Employer is not required to pay for more than two (2) grievance committee representatives to attend any grievance meeting.
- c) 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. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter an office within the employer's business in which they are not ordinarily employed they shall, immediately upon entering such office, report their presence to the supervisor or employee in charge, as the case may be. 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.

6.03

LABOUR MANAGEMENT COMMITTEE

- a) There shall be a Labour Management Committee of not more than eight (8) persons which shall be comprised of equal numbers of representatives of the Employer and representatives of the Union.
- b) The Committee shall meet quarterly unless otherwise agreed. The duties of chair shall alternate between the parties. The Employer shall be responsible for providing a recording secretary. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- c) The purpose of the Committee is to discuss matters of mutual concern. It is expressly agreed that the discussions of a topic at any such meeting shall not render arbitrable any matter which would otherwise not be arbitrable.

6.04 NEGOTIATING COMMITTEE

The Employer shall recognize a Negotiating Committee of four (4) representatives from the Union, one of whom shall be the bargaining unit president, whose functions shall be to negotiate renewal Collective Agreements with the Employer. The Labour Relations Officer shall be the Union spokesperson and is extra to the number of union representatives.

The Employer further agrees that Committee representatives shall suffer no reduction in regular earnings as a result of these meetings with the Employer, up to and including conciliation/mediation.

6.05 JOINT HEALTH AND SAFETY COMMITTEE

- a) Recognizing its responsibilities under the applicable legislation, there shall be a Joint Health and Safety Committee in the following offices: Newmarket, Richmond Hill, and Sheppard. These committees shall consist of two (2) union and two (2) management representatives.
- b) 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 safety and health.
- c) The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- d) Meetings shall be held quarterly or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- e) Any Committee representative shall serve for a term of at least one (1) calendar year from the date of appointment.
- f) A member of a committee is entitled to:
 - i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - ii) such time as is necessary to attend meetings of the committee; and
 - iii) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.]" ref: *Occupational Health and Safety Act*, Sec. 9 (34).

“A member of a committee shall be deemed to be at work during the times described [above] and the member’s employer shall pay the member for those times at the member’s regular or premium rate as may be proper.” *ref. Occupational Health and Safety Act, Sec. 9(35).*

- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
 - h) At least one of the employees representing workers under the *Occupational Health and Safety Act*, at each site, who are trained to be certified workers as defined under the *Act*, shall be from the Union.
- 6.06 The Union shall keep the Employer notified in writing of the names of the Union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.07 All reference to Union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Union.
- 6.08 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld.
- 6.09 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer agrees to incorporate time into its regular orientation program to allow a representative of the Union the opportunity to meet with newly hired employees within the first month of their employment.
- The Employer will issue to the Bargaining Unit President the names of all new hires and the orientation schedule for these new hires into the bargaining unit.
- 7.02 a) The Employer will deduct each month from pay due to each employee who is covered by this Agreement, a sum equal to regular monthly Union dues of each such employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the fifteenth (15th) of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, their work site and the employees’ social insurance numbers. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent to the local Union.

The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and all dues and personal information so remitted.

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

- b) The Employer will include the amount of annual union dues paid on the income tax (T4) form for each union member.

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

ARTICLE 8 – JOB POSTING

8.01 When the Employer determines that a vacancy exists, or creates a new position within the bargaining unit, the Employer shall post notice of such a vacancy and/or new position electronically for a period of at least eight (8) calendar days during which time employees will have the opportunity to apply and be considered for the posted position. The Employer agrees to continue its current practice of advising all employees by email of new job postings.

Subsequent vacancies created by the filling of a posted position shall be posted for three (3) calendar days. It is understood that these three (3) calendar days will exclude Saturday and Sunday.

Probationary employees and employees in a trial period need not be considered for further job postings.

An employee may advise the Employer in writing prior to leaving on vacation or any extended leave, indicating his/her interest in a particular position. This expression of interest will then be considered as application for a posted position.

Temporary vacancies of less than six (6) months need not be posted however consideration will be given to qualified employees in the job classification on the basis of seniority.

The Bargaining Unit President will be advised electronically of the name of the successful applicant once a position is filled.

8.02 In cases where performance, ability and qualifications are relatively equal, seniority shall be the deciding factor when decisions are made with regard to transfer or promotion.

8.03 The Employer shall be free to hire a new employee in the event that none of its existing employees apply for the vacancy or are capable of performing the work of the new or vacant position.

8.04 The successful candidate will be provided with a trial period of three (3) months from the date he/she commences working in the new position. This trial period may be extended in the event of absence or disability occurring within the trial period with the mutual agreement of the Employer and the Union.

If either the employee or the Employer chooses to discontinue the trial period, the employee shall be returned to their former position or to a comparable position. Other employees who have been promoted or transferred to other positions as a direct result of the above employee's transfer will be returned to their position and salary except where that position no longer exists in which case the employee will be placed in a comparable position.

The last person employed as a result of such changes may be terminated if other employment for which he/she is qualified cannot be found for her or him

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.01 The parties to this Agreement believe that it is important to adjust 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 at the first opportunity.

9.02 Should any dispute arise between the Employer and a employee, or between the Employer and the Union, 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 of the issue giving rise to the complaint. Grievance transmittals shall take place between the bargaining unit representative 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 B. The parties agree to utilize an electronic copy of this form for the submission of grievances.

9.03 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 local union representative, the Union's Labour Relations Officer is entitled to attend such meetings.

- 9.04 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 intent to forward the matter to arbitration. Such notice shall contain the name of the first part's appointee to an Arbitration Board. 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 the name of its appointee to the Arbitration Board. 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 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.
- 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.
- 9.05 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.
- 9.06 All reference in Article 9 to an Arbitration Board shall be taken to include sole arbitrator where agreed to by the parties.
- 9.07 Once appointed the Arbitration Board 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 9.11.
- 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.
- 9.08 The Arbitration Board 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.
- 9.09 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

- 9.10 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration 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.
- 9.11 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 9.12 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 9.13 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 9.14 An employee who is to be released, terminated, disciplined, suspended or discharged has the right to have a Union Representative present. The Employer shall notify him/her that a Union Representative will be present before the start of the formal meeting in cases of release, termination, suspension or discharge. The unavailability of a Union Representative will not prevent the Employer from imposing discipline.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT AND EMPLOYEE FILES

- 10.01 All employees shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include but are not limited to:

- a) An orientation program; and
- b) Staff education program to support organizational needs.

An employee shall suffer no loss of regular pay by reason of his/her participation in such programs.

Where an in-service is scheduled during an employee's working hours he/she shall attend it. If an in-service is scheduled outside of an employee's working hours, he/she shall be required to attend the in-service at a time he/she is not otherwise scheduled to work, and shall be paid at his/her regular straight time hourly rate for two (2) hours or for time actually spent at the in-service session whichever is greater.

10.02 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee and shall therefore not be the subject of a grievance alleging unjust discipline.

Each employee shall have reasonable access to her Human Resources file for the purpose of reviewing the contents in the presence of a representative from Human Resources. A request by an employee for a copy of documents in her file will not be unreasonably denied.

10.03 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the employee to assume satisfactorily the duties of such position. A request by such an employee for orientation shall not be unreasonably denied.

10.04 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employee within the bargaining unit.

Where new computer technology is introduced into the workplace that employees are required to utilize in the course of their duties, the Employer will provide training at no cost to the employees involved.

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11 will apply.

10.05 The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Programs of the professional regulating Colleges. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 10.02.

10.06 An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by and of the regulating Colleges.

10.07 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt of such letter or suspension provided that such employee's record has been discipline free for eighteen (18) months.

No document shall be used against an employee where it has not been brought to her or his attention in a timely manner.

ARTICLE 11 – SENIORITY AND SERVICE

11.01 Seniority will be based on last date of hire into the bargaining unit for full-time employees and will accrue on the basis of hours paid in the bargaining unit for part-time employees. One year of full-time seniority shall be equivalent to sixteen hundred and ten (1610) paid hours of part-time seniority. Casual employees will accrue seniority on the same basis as part-time employees.

Service will be based on last date of hire with the employer for full-time employees and will accrue on the basis of hours paid with the employer for part-time employees. One year of full-time service shall be equivalent to sixteen hundred and ten (1610) paid hours of part-time service. Casual employees will accrue service on the same basis as part-time employees.

An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or casual or in the event the employee is transferred from casual or part-time to full-time or vice-versa. An employee whose status is changed from full-time to part-time or casual shall receive credit for her full seniority on the basis of sixteen hundred and ten (1610) hours paid for each year of full-time seniority. An employee whose status is changed from part-time or casual to full-time shall receive credit for her full seniority on the basis of one (1) year of seniority for each sixteen hundred and ten (1610) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 11.02
- a) A new employee hired on a permanent basis shall be considered a probationary employee until he/she has completed six hundred and sixty-five (665) hours worked or six (6) months whichever first occurs, after which her name shall be placed on the seniority list, and her seniority shall date from the date of employment.
 - b) A permanent employee shall be provided with ongoing assessments in the probationary period and will not be released without having received a written assessment of his/her work as long as the employee has passed the orientation period.
 - c) The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:
 - i) reasons which are arbitrary or;
 - ii) exercising a right under this Agreement.

11.03 All seniority lists will be posted on the Central Community Care Access Centre Intranet.

There will be three (3) separate seniority lists for 1) full-time employees, 2) regular part-time employees (including job sharers), and 3) casual employees. Seniority lists will be posted on April 1st and October 1st of each year and two (2) copies will be given to the Union.

Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate.

11.04 An employee who accepts a position outside of the bargaining unit for up to one year shall retain but not accumulate seniority while in that position. Any extension to such assignment will be negotiated by the parties for issues relating to seniority retention. An employee will only be covered for a subsequent assignment out of the bargaining unit if in the interim they had returned to and worked in a bargaining unit position for at least the same duration as their previous assignment outside the bargaining unit.

11.05 Seniority and service shall be retained and accumulated, for a maximum period of 30 months, when:

- a) An employee is absent from work and in receipt of Worker's Safety and Insurance Benefits as a result of an injury or illness incurred while in the employment of the Employer.
- b) While on any short term sick leave.
- c) While in receipt of benefits for Pregnancy/Parental Leave.

It is agreed that this provision will be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

11.06 Seniority shall be lost and employment terminated:

- a) When he/she resigns or retires;
- b) When he/she is discharged and is not reinstated through the grievance procedure;
- c) When he/she is on layoff for a period of eighteen (18) continuous months;
- d) When he/she is absent from continuous employment for a period in excess of twenty-four (24) continuous months for reasons other than layoff, unless expressly provided for otherwise elsewhere in this agreement;
- e) When an employee is absent from scheduled work without notifying the Employer and without providing a reasonable excuse for a period in excess of three (3) consecutive scheduled working days;
- f) When an employee uses a leave primarily for a purpose other than that for which it was granted;

- g) When an employee fails to return to work in accordance with Article 11 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address;

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

11.07

Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- a) The Employer shall pay its share of the health and welfare benefits 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, provided that he/she 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 except as modified by a);
- c) Health and welfare benefits will resume 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 benefit plans for employees who are on paid leave of absence, short or long term disability (STD/LTD) or in receipt of Workers' Safety and Insurance benefits. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while a employee is in receipt of Workers' Safety and Insurance benefits or long term disability (LTD) shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation;
- g) It is understood that an employee who chooses to continue 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.

- 11.08
- a) A "layoff" is defined as a reduction in an employee's regularly scheduled hours of work as defined in Article 2.02a) and 2.02b).
 - b) A "short-term layoff" shall mean any temporary layoff which is not anticipated to exceed three months in length.
 - c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
 - d) The Employer shall provide the local Union with no less than **fifteen (15)** calendar days' notice of a short term layoff where circumstances permit. In giving such notice, the Employer will indicate to the local Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected. If requested, the Employer will meet with the local Union to review the effect on employees in the bargaining unit. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift.

e) Notice

In the event of a planned layoff at the Employer of a permanent or long-term nature, the Employer shall provide the Union and the affected employees with no less than ninety (90) calendar days written notice of the pending layoff or shall provide payment to individual employees in lieu thereof.

The Employer agrees to notify the Union of any plan to not fill a vacated position or to eliminate a vacant position.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

The Employer shall meet with the local Union to review the following:

- i) the reasons causing the layoff;
- ii) the service which the Employer will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and the employees to be laid off; and
- iv) alternatives to implementing the layoff, including the possibility of early retirement incentives or other voluntary separation strategies.

- 11.09
- a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

- b) Employees shall have the following entitlements in the event of a layoff;
- i) An employee who has been notified of a short-term layoff may:
- A) accept the layoff; or
 - B) transfer to a vacant position, provided he/she or he is qualified to perform the available work; or
 - C) provided the employee is capable of performing the duties of the position with a maximum of three (3) days orientation, displace the least senior employee at the worksite, in an equal or lower paying classification whose work he/she or he is qualified to perform or the least senior employee in the bargaining unit within their classification.

Employees will inform the Employer of their decision regarding A, B, and C above within 3 working days of receipt of notice of layoff.

- ii) An employee who has been notified of a long-term layoff may:
- A) accept the layoff; or
 - B) opt to retire if eligible under the terms of the Employer's pension plan; or
 - C) transfer to a vacant position provided that he/she is qualified to perform the available work; or
 - D) provided the employee is capable of performing the duties of the position with a maximum of ten (10) days orientation, displace another employee in an equal or lower paid classification who has lesser bargaining unit seniority and who is the least senior employee within the aforementioned classification at a worksite whose work the employee subject to layoff is qualified to perform. In the application of these displacement rights, the process will be limited to a maximum of three successive displacements.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in 11.08 above shall be considered notice to the Union of any subsequent layoff.

Employees will inform the Employer of their decision regarding A, B, C, D above within seven (7) calendar days of receipt of notice of layoff.

- iii) In all cases of long-term layoff:
- A) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

- B) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the union, such consent not to be unreasonably withheld when shown to be in the best interests of the CCAC.
- C) Full-time and part-time layoff and recall rights shall be separate.
- D) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 11.10 have been complied with.
- E) No new employees shall be hired into a classification until all laid off employees who retain the right to be recalled to that classification and employment category have been given an opportunity to return to work.

Note: "Employment category" is as defined in Article 2.02.

- F) Employees exercising recall rights shall be entitled to an orientation of up to ten (10) working days.
- G) Employees on layoff shall be entitled to apply for posted vacancies.
- H) Where an employee has received individual notice of long term layoff under Article 11, such employee may resign and receive severance equivalent to one (1) week's salary for each year of consecutive service.
- I) In this Article (11.09), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

11.10 Employees shall be recalled on the basis of classification and category, with the most senior recalled first, provided that an employee recalled is qualified to perform the available work. Such recalls shall be subject to the following provisions:

- a) Full-time and regular part-time employees on layoff may notify the Employer of their interest in accepting casual work and/or temporary recalls which may arise and for which they are qualified.
- b) Laid off employees are eligible, in order of seniority, for "temporary" recalls of more than three (3) months and not longer than eight (8) months and shall advise the Employer as to whether they are interested in such recalls. Employees recalled for eight (8) months or less shall not be entitled to notice of lay off nor bumping rights. Furthermore, the time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends.

Employees temporarily recalled will be paid the percentage in lieu of benefits unless they maintained benefits in which case the employer shall pay the full employer contribution to benefits. Otherwise employees temporarily recalled have all the rights of other recalled employees.

- c) Full time and Regular Part-Time laid off employees may elect to have access to shifts that would otherwise be offered on a casual basis. Such employees will inform the Employer of their election two (2) weeks prior to the layoff becoming effective. The process of offering the shifts would be in accordance with the current practice for offering casual shifts. The refusal of casual shifts would not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses would be unaffected during the periods of time worked.
- d) An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days.
- e) Employees will retain recall rights for a maximum period of 18 months. At any time during the recall period, an employee may opt to forgo recall rights and, where entitled, receive severance in accordance with the *Employment Standards Act*.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 a) Union Leaves

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions, and Provincial Committee meetings. During such leaves 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. The Employer will bill the local Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

Two weeks notice of such leave will be provided where practicable. Such leaves shall not be unreasonably denied.

It is agreed that the cumulative total for these leaves shall not exceed one hundred (100) days per calendar year.

b) Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to any employee elected to the position of Local Coordinator. During such leaves 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. The Employer will bill the local Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

Two weeks notice of such leave will be provided where practicable. Such leaves shall not be unreasonably denied.

It is agreed that the cumulative total for this leave shall not exceed fifty (50) days per calendar year.

c) Leave for Board of Directors

The Employer agrees to grant leaves of absence, without pay, to an employee elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President. During such leaves 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 for salary plus applicable percentage in lieu of benefits contained in Article 17.06. The Employer will bill the Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

Two weeks notice of such leave will be provided where practicable. Such leaves shall not be unreasonable denied.

Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided above.

d) Leaves for ONA President

An employee who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to two (2) years and each subsequent elected term. During such leave(s) of absence, salary and benefits will be kept whole by the Employer for and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits or any other arrangement agreeable to the Union and the Employer. The employee agrees to notify the Employer of his/her intention to return to work within thirty (30) days following termination of office.

e) ONA Provincial Committee

The Employer agrees to grant leaves of absence, without pay, to an employee elected to a provincial committee of the Ontario Nurses' Association in order to fulfill the duties of his/her position. There shall be no loss of seniority or service during such leave of absence. During such leaves 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. The Employer will bill the Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

Reasonable notice of such leave will be provided where practicable. Such leaves shall not be unreasonably denied.

Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this agreement.

- f) The maximum number of employees absent at any one time under all of the above Union leaves shall be no more than seven (7). The quantum of total employees on leave at any time will be increased by one (1) person for both a Board of Directors member and the President. The Employer may, at its sole discretion, grant leaves to additional employees.

12.02

Bereavement Leave

- a) When a death occurs in the immediate family of an employee, he/she shall be granted not more than three (3) consecutive working days' leave of absence with pay. One of the days of leave shall include the day of the funeral or equivalent service. In the case of the death of a spouse, parent, or child, two (2) additional days leave with pay will be granted.
- b) Where additional leave is required, such leave may be granted at the discretion of the Manager, or designate. Such time will be unpaid or the employee may opt to use accumulated vacation or lieu time. Such requests will not be unreasonably denied.
- c) For the purposes of this Article, immediate family is defined as: parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, son-in-law, daughter-in-law of an employee.
- d) An employee shall be granted one (1) day's leave with pay to attend the funeral of a niece, nephew, aunt, uncle, brother-in-law, or sister-in-law.
- e) Where it is necessary, because of distance, the employee may apply for unpaid personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

12.03

Jury Duty and Court Attendance

- a) An employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall forthwith notify his/her immediate Manager.
- b) An employee shall be paid for time actually spent on jury duty or for time spent in attendance under subpoena for a tribunal 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 employment, or as a witness at a hearing of a Regulating College of Ontario provided such employee furnishes 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 and provided that the employee pays to the Employer the amount of such remuneration other than mileage and meal allowances.
- c) An employee called for jury duty or subpoenaed for attendance at court or tribunal and who is temporarily excused from such duty or attendance must report for work provided the employee is able to report to the workplace with at least half (1/2) of their shift remaining to be worked.

12.04

Pregnancy and Parental Leave

- a) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act (E.S.A.), as amended from time to time.

The service requirement for eligibility for parental or pregnancy leave shall be thirteen (13) weeks.
- b) Employees possessing the service requirement will be eligible for pregnancy leave of up to seventeen (17) weeks. An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- c) Parental leave of up to thirty-five (35) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Natural mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.
- d) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) weeks notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- e) The employee shall be reinstated to her former position unless the position has been discontinued in which case he/she shall be given a comparable job.

- f) 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.
- g) Employees newly hired to replace employees who are on pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing his/her probationary period as per Article 11.
- h) An employee who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental/pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks pregnancy and ten (10) weeks parental. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

12.05 The benefits provided herein are subject to the terms and conditions of the SUB Plan registered with the Employment Insurance Commission.

12.06 Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Executive Director or designate. Requests for such leave will not be unreasonably denied.

12.07 Personal Reasons

- a) Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Employer. Such written requests are to be made as far as possible in advance, shall state the reason for the leave, and the anticipated starting and return date. The Employer will reply in writing except in cases of emergency.
- b) Employees will be granted one (1) day of special leave of absence with pay in order to attend at Canadian Citizenship Court to take the oath of citizenship.

12.08 Reinstatement

An employee returning to work on the expiration of the leave of absence provided herein shall be reinstated to the office and in the position held prior to the commencement of such leave unless the position has been discontinued in which case he/she shall be given a comparable job.

12.09 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 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.

12.10 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to Human Resources or designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined by the parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- d) Written applications will be reviewed by the Executive Director or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.

- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the disability income plan during the year of leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director or designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 12.10 of the Collective Agreement;
 - ii) The period of salary deferral and the period for which the leave is requested;
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

12.11 Secondments

Secondment agreements will be subject to the agreement of the parties. The parties agree to discuss any issues related to secondment at the Labour Management Committee. It is further agreed that any particular provisions agreed to by the parties related to a secondment will be negotiated, documented, and signed by the parties.

12.12 Family Medical Leave

- a) An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b) An employee shall advise the employer as far in advance as possible with respect to the leave of absence.
- c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

12.13 Storm Leave

Where weather conditions are such that an employee is unable to report for duty, this absence may be charged to annual vacation credits, compensatory time credits, or taken as unpaid leave of absence. Requests to work from home will be considered where feasible.

When the employee is unable to report to work due to road closures, the employee will not suffer a loss of pay for lost time, however, employees that are able to work from home will be expected to do so.

If the office is closed by the Employer due to weather conditions preventing the employee from reporting to the CCAC office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost.

- 12.14 Where the Medical Officer of Health requires an employee to be quarantined or not attend the workplace as a result of her carrying out her duties for the Employer and the employee is not entitled to benefits for loss of earnings under the Workplace Safety & Insurance Act of Ontario, the employee shall be entitled to a paid leave of absence for the period of quarantine or non attendance at work required by the Medical Officer of Health. Should the employee become ill during this period, the leave will convert to sick leave and the employee will be eligible for benefits in accordance with Article 18.

ARTICLE 13 – PAID HOLIDAYS

13.01 Effective January 1, 2009, the following will be recognized as paid holidays under this Agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Float Holiday (2)	

and any other day proclaimed as a public holiday by the Government of Canada or Ontario.

The float holidays shall be taken on a date mutually agreeable to the Employer and the employee, shall not be cumulative from year to year, and are only available to employees who have completed their probationary period prior to July 1st.

Note: The above paragraph only applies to new employees hired after the date of ratification.

13.02 In order to qualify for pay for a holiday, an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- a) Legitimate illness or accident which commenced within a month of the date of the holiday;
- b) Vacation granted by the Employer;
- c) The employee's regular scheduled day off;
- d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

13.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay multiplied by the number of hours for a normal day's work.

13.04 An employee who is required to work on any of the above holidays shall be paid at the rate of time and one half (1½) of his/her regular straight time hourly rate of pay. In addition, an employee shall receive either a paid day off or a regular day's pay, at the employee's request, in lieu of such holiday.

13.05 A paid holiday occurring while an employee is on vacation shall not be deducted from the employee's vacation entitlement.

ARTICLE 14 – VACATIONS

14.01 Effective January 1, 2009, all regular full-time employees will receive vacation with pay according to the following schedule:

- a) Each full time regular employee will accrue vacation with pay on the basis of 1.67 working days for each full month of service to a maximum of 20 days per year in each of the first fifteen (15) years of employment.
- b) At least fifteen (15) completed years of service but less than twenty-five (25) years of service: five (5) weeks.
- c) At least twenty-five (25) years of service: six (6) weeks.

Note: Employees receiving entitlement greater than the above (on date of ratification) will be grand-parented at the higher entitlement level until such time as they meet the requisite service level.

14.02 Effective January 1, 2009, all part-time, casual and temporary employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees. Vacation pay will be paid in each pay period as a percentage of biweekly wages.

4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%

Equivalent years of service, calculated pursuant to the formula set out in Article 11, shall be used to determine vacation entitlement.

14.03 **Vacation Scheduling**

- a) Vacations may be requested at any time of the year, subject to the restrictions below. The supervisor, or designate, will grant requests subject to operational requirements and in accordance with such vacation quotas as the Employer may set from time to time. Employees shall be advised of vacation quotas one month prior to the employees being required to submit their requests.
- b) Requests for vacation time from June 15th to the Monday immediately following Labour Day (summer period) shall be made in writing to the Employer not later than March 1st in that year. The Employer will respond to such requests in writing by April 1st. An employee may be approved for a maximum of three (3) weeks of vacation during these peak times.
- c) Requests for Christmas/New Year's vacation time between December 18 and January 8 shall be made in writing to the Manager or designate not later than August 1st in that year. The Employer will respond to such requests in writing by September 1st.
- d) March Break vacation requests shall be submitted to the immediate Manager or designate by November 1st of the preceding year. The Employer shall respond in writing by December 1st.

- e) In the event that the number of employees in each department or team requesting vacation for or during any part of the above peak periods exceeds the number which the Employer has determined might be permitted vacation at that time, priority will be given based on seniority as per the posted seniority list.
- f) Notwithstanding e) above, in granting vacation requests during peak periods, the Employer will grant requests for full weeks of vacation prior to granting requests for partial weeks of vacation, so that a request for less than one week's vacation cannot prevent another employee from taking a full week of vacation.
- g) Requests for vacation for other periods outside of peak times shall be submitted by the employee to their immediate supervisor not less than three (3) weeks prior to the first day of the vacation period. The immediate supervisor shall reply within one (1) week from the date of the request. These requests shall be considered on the basis of first come first served.
- h) If a request is submitted outside of the time period outlined above, it may be approved at the Employer's discretion provided no employee, who submitted in compliance with the above timelines, was denied the same time period.

14.04 Where changes in scheduled vacations are permitted by the Employer, a senior employee will not be permitted to bump a more junior employee whose vacation has been previously scheduled.

14.05 Vacation must be earned before it can be taken.

14.06 Vacation pay for part-time employees will be paid out each pay.

14.07 Vacations for Full-Time employees may be cumulative from one vacation year to the subsequent vacation year, provided that total accumulated vacation will not exceed six (6) weeks. If a Full-Time employee wishes to carry over vacation from one vacation year to a subsequent vacation year so that the employee will have accumulated in excess of six (6) weeks, he/she may do so at the sole discretion of the Employer.

14.08 Vacation credits will not accrue during leaves of absence without pay. For greater clarity, leaves of absence without pay include:

- a) Long-Term Disability;
- b) Workplace Safety and Insurance Benefits in excess of six (6) months;
- c) Personal Leaves;
- d) Other unpaid leaves.

It is agreed that this provision will be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

14.10 Transfers from Full-Time

An employee who transfers from Full-Time to Part-Time or Casual will be paid the value of her vacation outstanding as of the date of the transfer based on regular straight time pay.

ARTICLE 15 – HOURS OF WORK

15.01 The normal daily tour shall be seven (7) consecutive hours exclusive of an unpaid one (1) hour meal break.

All employees working the normal daily tour shall be entitled to two (2) paid rest periods of fifteen (15) minutes each.

The normal extended tour shall be either eight (8), nine (9) or eleven (11) hours exclusive of an unpaid one (1) hour meal break.

EXTENDED TOURS				
Scheduled Shift Duration	Hours Paid	Unpaid Meal Break	Paid Rest Periods	Overtime After
9 hours	8 hours	1 hour	2 x 15 min	8 hours
10 hours	9 hours	1 hour	2 x 15 min	9 hours
12 hours	11 hours	1 hour	3 x 15 min	11 hours

Should it become necessary to establish shift durations other than as provided in this article, or shifts that extend beyond 9:00 p.m., the Employer will advise the Union and will negotiate any amendments to the scheduling provisions contained herein as deemed necessary by either party.

15.02 Overtime

Overtime is defined as work that is authorized and worked in excess of the employee's scheduled tour that day or seventy (70) hours per bi-weekly pay period. Overtime will be compensated at the rate of one and one-half (1½) times the regular straight time hourly rate. An employee who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. Overtime may be taken as pay or as time in lieu at the rate of time and one-half (1 ½) at the employee's request. Employees may only accumulate time in lieu of overtime up to three (3) days maximum. Any time off must be scheduled by mutual agreement.

15.03 Flexible Work Schedules

The normal hours for employees who work flexible work schedules will consist of thirty-five (35) hours per week. Employees shall have the ability to work in excess of the normal daily tour referred to in 15.01 above without entitlement to daily overtime but shall retain the entitlement to overtime premium for all approved hours worked in excess of thirty-five (35) hours per week.

15.04

Shift Premium

- a) An employee who works a shift which begins at or after 1200 noon, shall receive an evening shift premium of \$0.85 for each hour worked on that shift.

Effective December 10, 2008 increase this to \$1.00.

Effective April 1, 2009 increase this to \$1.15.

Weekend Premium

- b) Employees working a weekend shift, being defined as all hours between 2400 hours Friday and 0800 hours Monday, shall receive a weekend premium \$0.85 per hour for all weekend hours worked.

It is understood that for Case Managers assigned to the regional hospitals the hours to which this premium applies will be 2400 hours Friday until 0700 hours Monday.

Effective December 10, 2008 increase this to \$1.25.

Effective April 1, 2009 increase this to \$1.50.

15.05

On-Call

An employee who is required to remain available to conduct the work of the employer remotely shall receive on-call pay in the amount of \$2.00 per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, the employee shall receive on-call pay in the amount of \$3.00 per hour.

Effective April 1, 2008 increase the \$2.00 to \$3.00.

Effective April 1, 2009 increase the \$3.00 to \$3.20.

Effective April 1 2008 increase the \$3.00 to \$4.00 for holiday on-call.

Effective April 1, 2009 increase the \$4.00 to \$4.25 for holiday on-call.

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 (1 1/2) times her regular hourly rate for all hours worked. It is understood that this payment shall be paid in increments of fifteen (15) minutes.

15.06 Call-back

Where an employee has completed her or his regularly scheduled tour and is called in to work outside her or his regularly scheduled working hours, or is required to leave their home under 15.05 above, such employee shall receive time and one-half (1 ½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the employee will receive time and one-half (1 ½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

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

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

15.07 An employee who reports for work as scheduled or who accepts a request to report for work on his/her scheduled day off, shall be paid a minimum of four (4) hours at the appropriate rate of pay.

- 15.08
- a) The Employer will make every reasonable effort to provide employees with three (3) out of every four (4) weekends off but in no circumstance, unless agreed to by the employee, will an employee working the normal daily tour or a combination schedule be required to work more than two (2) weekends out of every four (4) weekends in which case 15.08c) will apply.
 - b) No employee working the eleven (11) hour tour will be required to work any more than every second (2nd) weekend.
 - c) An employee will receive premium pay of time and one-half (1½) for all hours worked in excess of those referred to in a) or b) above save and except where:
 - i) such weekend had been worked by the employee to satisfy days off requested by the employee; or
 - ii) such weekend is worked as a result of an exchange with another employee.
 - d) An employee will not be required to work more than six (6) consecutive normal tours. An employee will be paid time and one-half (1½) for their seventh (7th) and subsequent consecutive tours until a tour is scheduled off.

An employee working a combination of normal and extended tours shall not be required to work more than five (5) consecutive tours. An employee will be paid time and one-half (1½) for their sixth (6th) and subsequent consecutive tours until a tour is scheduled off.

An employee who works a schedule where the majority of their shifts are extended tours shall not be required to work more than four (4) consecutive tours. An employee will be paid time and one-half (1½) for their fifth (5th) and subsequent consecutive tours until a tour is scheduled off.

- e) There shall be no split shifts or split days off unless specifically requested by the employee and so long as the schedules of other employees remain consistent with the scheduling provisions contained herein.
- f) Work schedules covering an eight (8) week period will be posted four (4) weeks in advance.
- g) Full time staff will have a minimum of eight (8) days off in any four (4) week cycle.
- h) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval by the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable.
- i) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least three (3) weeks prior to the posting of the schedules. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.
- j) Not less than 12 hours off shall be scheduled between shifts.
- k) An employee's schedule may contain shifts that are of differing tour lengths but only to the extent that two (2) different tour lengths are worked in one (1) week.
- l) No employee will be scheduled to work both December 25th and January 1st unless requested by the employee.
- m) The parties recognize the intricacies that apply to scheduling overtime and therefore agree when issues arise to discuss them at the Labour Management Committee.
- n) Casual employees shall submit their availability four (4) weeks prior to the posting of each eight (8) week schedule. Once the schedule is posted, casual employees shall work the shifts for which they are scheduled unless they provide a reason that is acceptable to the Employer. After the schedule is posted casual employees who have not been booked may decline additional work offered by the Employer.

In the event a casual employee does not make herself available at a time when training sessions are offered, the Employer at its sole discretion may require the employee to take the necessary training prior to commencing her work. In this case the Employer will endeavour to make the employee aware of when training is available and afford every reasonable opportunity to the employee to take such training.

15.09 It shall be the responsibility of the employee to consult posted work schedules. The Employer will provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours' notice is given personally to the employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.

Notwithstanding the above, a regular part-time or casual part-time employee who agrees to work an additional shift, regardless of the amount of notice given, will not be entitled to time and one-half (1 ½) unless the employee works more than seventy (70) hours in the pay period or the additional shift is worked in addition to a shift already worked within the same calendar day.

Where an employee's shift is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, he/she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.

15.10 An employee required to work two (2) hours overtime or more immediately prior to or following the normal shift shall be provided a meal allowance of \$7.50.

15.11 Nothing in this agreement shall allow for any pyramiding of premium pay provisions.

15.12 Nothing in this Article is to be construed as guaranteeing work or any number of hours of work.

ARTICLE 16 - TRANSPORTATION ALLOWANCE

16.01 Those employees who are required to use their automobile to perform their duties for the Employer, shall be reimbursed at the rate of 50¢/km for the first 5000 km per year and 46¢/km for each subsequent kilometer, effective date of ratification.

16.02 Employees receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) inclusive coverage and shall file a certificate of such insurance coverage with the Employer.

16.03 The Employer will reimburse an employee who uses their vehicle in the performance of their duties all costs incurred for parking, excluding parking costs at the employee's primary assigned office.

The Employer agrees to maintain all existing parking arrangements in place with existing lease agreements. In the event of any changes the Employer will provide affected employees with 6 weeks notice.

For clarity, for parking purposes only, hospitals shall not be considered primary offices for employees assigned to the regional hospitals.

The Employer will not be responsible for reimbursing employees for costs incurred as a result of parking violations or fines.

- 16.04 Where an employee in the course of his/her employment travels from his/her residence to a destination which is not her primary assigned office as a first business-related visit or meeting, the employee shall claim as reimbursement the distance which is in excess of the distance travelled from the employee's home to the employee's primary assigned office. The same shall apply to the return trip.
- 16.05 Where an employee is required to travel between offices of the employer in the course of their day's work the employee shall be paid the kilometrage reimbursement for all travel from their assigned office to the other offices. Travel time will also be included. In the event the employee incurs additional parking expenses for this travel these expenses shall be reimbursed.

ARTICLE 17 – BENEFITS

- 17.01 The Employer will pay its share of the premiums for the following benefits for full-time employees:

- a) Extended Health Care
Effective April 1, 2009, premiums 100% employer paid, (previous premium share arrangements to continue up to and including March 31, 2009)

As soon as practicable, adopt the former ONA York Region plan design for Extended Health benefits with the following exceptions:

- i) Reimbursement for prescription drugs that legally require a physician's prescription; Generic covered 100%; 80% reimbursement for name brands if generic substitute exists;
- ii) \$8.50 cap on the dispensing fee per prescription (instead of \$7.50);
- iii) Eliminate the \$5.00 co-pay per prescription as well as the annual deductible of \$25/single and \$50/family;
- iv) Practitioner services – increase maximum on Massage Therapy to \$500 per benefit year. To be eligible for reimbursement, services must have been prescribed by physician

Coverage ends at age 65 or termination/retirement if earlier.

b) Dental Insurance

Effective April 1, 2009, premiums 80% employer paid, 20% employee paid (previous premium share arrangements to continue up to and including March 31, 2009)

As soon as practicable, adopt the former ONA York Region plan design for Dental benefits with the following exceptions:

Basic & Major Restorative services combined maximum \$2500 per person/calendar year

Coverage ends at age 65 or termination/retirement if earlier.

c) Group Life Insurance, AD&D

Premiums 100% employer paid – effective date of ratification.

As soon as practicable, adopt the former ONA York Region plan design for Group Life insurance as well as Accidental Death and Dismemberment coverage.

d) Long Term Disability Insurance

Premiums 100% employer paid – effective date of ratification.

Effective date of ratification, adopt the former ONA York Region plan design for Long Term Disability benefits with the following exceptions:

- i) Elimination period - Long Term Disability benefits will commence on the 175th day of disability.
- ii) No LTD benefit will be payable to any employee who becomes disabled due to a condition for which the employee received medical treatment in the 6 months prior to the employee's date of hire unless the employee is treatment free with respect to such condition for a continuous 12 month period during the employee's first 24 months of employment. Such employee shall receive LTD benefits if the employee becomes disabled due to a condition for which the employee did not receive treatment in the 6 month period prior to employment. This applies only to employees hired after date of ratification.

Coverage ends at age 65 or termination/retirement if earlier.

17.02

It is understood and agreed that the only obligation of the Employer under Article 17 is to pay the appropriate premium for the particular coverage listed. It is further understood and agreed that the Employer is not an insurer as to any benefits available. Any dispute over the payment of benefits with respect to LTD or any of the benefits outlined in Article 17 is between the employee and the third party insurer. It is understood and agreed that such programs are subject to the terms and conditions of any governing master policy or statutory requirement.

In the event the Employer is unable to secure Long Term Disability coverage in the marketplace, the Employer will advise the Union.

- 17.03 The Employer may substitute another carrier for any of the foregoing plans. 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. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 17.04 Employees who are on layoff may continue to participate in benefit plans, with the exception of Short and Long Term Disability, at their request, provided they make arrangements for payment of full premiums and provided the employee retains recall rights.
- 17.05 The Employer shall provide employees with access to information outlining all of the current provisions in all benefit plans.
- 17.06 Part-time, temporary and casual employees shall be paid twelve percent (12%) in lieu of fringe benefits (health, dental, life, AD&D, LTD, pension, holiday pay). Notwithstanding the foregoing, all part-time, temporary and casual employees may, on a voluntary basis, enroll in the pension plan when eligible in accordance with its terms and conditions. For such employees who are members of the pension plan, the percentage in lieu of fringe benefits will be reduced by the cost of the pension plan.
- Regular part-time employees may opt to participate in the extended health and dental plans provided the employee pays 100% of the premium.
- 17.07 All full-time employees will maintain participation or enroll in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with its terms and conditions.

ARTICLE 18 – SICK LEAVE AND LONG TERM DISABILITY

- 18.01 Sick leave is payable when a full-time employee is unable to perform his/her job duties due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of sick leave benefits is for the sole and only purpose of protecting employees against the loss of income during such time of disability.
- 18.02 Effective date of ratification, sick leave for regular full-time employees shall be paid from the first (1st) day of disability for up to fifteen (15) weeks for every unrelated incident of disability. The amount of sick leave benefit payable is based on service according to the following:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>60% SALARY</u>
During probationary period	n/a	n/a
Completion of probation to 1 year	0 weeks	15 weeks

1 year but less than 2 years	1 weeks	14 weeks
2 years but less than 3 years	2 weeks	13 weeks
3 years but less than 4 years	3 weeks	12 weeks
4 years but less than 5 years	4 weeks	11 weeks
5 years but less than 6 years	5 weeks	10 weeks
6 years but less than 7 years	6 weeks	9 weeks
7 years but less than 8 years	7 weeks	8 weeks
8 years but less than 9 years	8 weeks	7 weeks
9 years but less than 10 years	9 weeks	6 weeks
10 years but less than 11 years	10 weeks	5 weeks
11 years but less than 12 years	11 weeks	4 weeks
12 years but less than 13 years	12 weeks	3 weeks
13 years but less than 14 years	13 weeks	2 weeks
14 years but less than 15 years	14 weeks	1 weeks
Over 15 years	15 weeks	0 weeks

An absence is considered to be a continuation of a previous incident if:

- a) It occurs within six (6) weeks of the previous incident and is due to the same cause; or
- b) It occurs within one (1) month of the previous incident and is due to an unrelated cause.

Implementation Note: The above sick leave plan will replace predecessor plans, including all existing sick leave banks. Prior to December 31, 2008, the Employer will payout sick leave banks as per the former CUPE collective agreement (ie. 50% of accumulated sick leave banks for former CUPE represented employees hired prior to December 14, 1998).

18.03 The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to return to full or modified work.

18.04 a) The Employer shall have the right at any time to require that an employee who is absent on account of illness be examined and reported upon by the employee's legally qualified attending physician. Such note shall contain sufficient information to verify the legitimacy of the absence.

- b) In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an employee, the Employer and the Union shall have a meeting to discuss the need for an independent medical assessment. At this meeting the Employer and the Union shall attempt to agree on a physician to perform the medical assessment. Where the parties are unable to agree the Employer shall provide the names of three (3) practitioners from which the member and her physician shall pick one to perform the assessment.
- 18.05 The Employer shall reimburse an employee for the full cost of any medical certificate that is required by the Employer.
- 18.06 Short term sick leave may be substituted for planned vacation when an employee's vacation has been interrupted due to the employee being hospitalized. This will be subject to satisfactory proof of hospitalization such as an attending physician's report.
- 18.07 The employee may make a claim for sick leave coverage under the Employment Insurance program for the period of time between the expiry of short term disability coverage and the commencement of long term disability coverage.
- 18.08 An employee who is on a short term modified work program is not considered to be actively at work. Any subsequent illness during the period of modified work is considered to be a continuation of the original disability. In the case of LTD benefits, this will be administered in accordance with the terms of the LTD plan. The Employer has no obligation with respect to the LTD plan beyond the payment of premiums.
- 18.09 Where an employee is determined by the LTD carrier to be totally disabled from performing the duties of any occupation, the employee shall be required to apply to HOOPP and CPP for available disability pension coverage.
- 18.10 An employee absent due to illness or disability shall notify her Supervisor or designate of her inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made no later than one (1) hour after the start of the employee's scheduled shift.
- 18.11 An employee returning to work following an absence due to sickness or disability shall notify her Supervisor or designate as far in advance as possible. The Employer reserves the right to require medical evidence during the employee's absence identifying the expected date of return and/or fitness to work.
- 18.12 Loss of time due to accidents or injury occurring while on duty shall be considered as sick leave while the employee is awaiting approval of WSIB benefits. The employee will reimburse the sick leave paid upon acceptance of his/her WSIB claim, at the time his/her first cheque is received. The employee will make such arrangements as deemed necessary by the Human Resource Department to facilitate this repayment at the time he/she claims sick leave.

18.13 It is agreed that whenever an employee shall recover from a third party (save and except any self insured benefits) any amount claimed for loss of wages or sick leave in accordance with 18.01 and 18.02 above, he/she shall repay to the employer forthwith. The equivalent amount of any sick leave which may have been deducted shall be restored to such employee. It is understood that this article constitutes a written authorization within the meaning of Section 13(3) of the Employment Standards Act and provides a formula for determining the specific amount that may be subject of the authorization within the meaning of Section 13(5) a) of the Employment Standards Act.

18.14 Each prospective employee is required to submit a Health Exam report, including TB screening, completed to the satisfaction of the Employer, after an offer of employment is made but prior to commencing active service for the Employer.

18.15 Early and Safe Return to Work

- a) The parties recognize their duties and obligations under the *Ontario Human Rights Code* with respect to accommodating disabled employees. In this regard, the Union and Employer will cooperate in facilitating the return to work of disabled employees.

The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process. The Employer and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

It is agreed that employees will be entitled to Union representation at all times during the Return to Work process. The Employer will advise the employee of this right. If the employee wishes to waive their right to union representation, the employee shall advise both the Employer and the Union.

- b) The Employer agrees to provide the employee and the Union with a copy of the Worker's Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- c) A disabled employee who has obtained medical clearance from their treating physician to return to work will provide the Occupational Health Nurse with this verification of their ability to return to work including information regarding any restrictions. The employee will advise the manager that he/she wishes to return to work. The Occupational Health Nurse will advise the manager when the employee is cleared to return to work. It is understood that the Occupational Health physician is not the treating physician for the disabled employee. The Employer shall have the right to require the employee to undergo an independent medical evaluation at the Employer's expense.

Note: It is understood that, should the Employer no longer retain the services of an Occupational Health Nurse, the reference in this Article will be deemed to refer to the appropriate Human Resources designate. It is further understood that this Human Resources designate will adhere to any and all privacy legislation.

- d) When a returning employee is in need of modified work or a permanent accommodation the Employer will notify the Union and will provide to them the information obtained under c) above.
- e) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such an employee will remain on the list of employees requiring permanent accommodation provided under a) above. Once an employee has been offered appropriate permanent accommodation he/she will be removed from the list of employees requiring permanent accommodation. The Employer will advise the Union of offers of permanent accommodation.

ARTICLE 19 – JOB SHARING

- 19.01 Two employees may request to job share one of their full-time positions. Such job sharing requests, submitted in writing, shall be considered on an individual basis. Such requests shall not be unreasonably denied.
- 19.02 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and their Supervisor.
- 19.03 The above schedule shall conform with the scheduling provisions of the Collective Agreement.
- 19.04 The job sharers involved will have the right to determine which partner works on a scheduled paid holiday and job share partners shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- 19.05 Should one job sharing partner be absent for any period the remaining partner shall be offered the opportunity to cover the additional hours. Should the absence be greater than three (3) months duration, and should the partner choose not to fill the remaining hours, that portion of the job share position shall be posted. In the event the Employer is unable to fill the vacant job share position, the Employer may suspend the job sharing arrangement until the position can be filled.

Job sharers are expected to co-ordinate their vacation requests and will endeavour to cover each other during planned absences.
- 19.06 The job sharing arrangement shall not result in additional costs to the Employer which would not have been required in the absence of the job sharing arrangement.
- 19.07 Job sharers shall be treated as regular part-time employees for the purposes of benefits, overtime, paid holidays, vacation pay, and sick leave.
- 19.08 The Employer, the Union, or either of the job sharers may terminate the arrangement by giving one (1) month's written notice to the other parties.

- 19.09 In the event the Employer, the Union, or one of the employees terminates a job sharing arrangement.
- a) If the Employer or the Union is terminating the job share arrangement, the more senior of the two job sharers shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The more junior employee will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement.
 - b) In the case of one of the job sharers terminating the job sharing arrangement, the employee who did not terminate the job sharing arrangement shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The employee who terminated the job sharing arrangement will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement.
 - c) If one of the job sharers leaves the arrangement by way not contemplated by a) or b) above, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to an available part-time position for which he/she is qualified.

ARTICLE 20 – WORKPLACE VIOLENCE

- 20.01 a) Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. The Employer agrees that these incidents will not be condoned. Any employee who believes he/she has been subjected to violence in the workplace shall report this to their immediate supervisor, who will make every reasonable effort to address the situation.
- The employer will maintain explicit policies and procedures to deal with such situations and will submit these policies to the Joint Health and Safety Committee for review. This Article will be interpreted in a manner that is consistent with the Employer's policy on Workplace Harassment and Discrimination and the Collective Agreement.
- b) When an employee, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prostheses, etc.) as a result of workplace violence the Employer shall provide for replacement or repair at no cost to the employee.
- The employee will endeavour to present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

ARTICLE 21 - SALARIES AND CLASSIFICATIONS

- 21.01 Salaries in present classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.
- 21.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. 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.
- Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.
- 21.03 Employees with related experience which in the opinion of the Employer adds to the value of the employee's service will be credited by the Employer with one (1) annual service increment for each year of experience up to the maximum of the salary grid. Such opinion shall not be exercised in an unreasonable or arbitrary manner.
- Claim for previous experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the employee's date of hire. The employee shall co-operate with the Employer by providing verification of previous experience so that her or his previous experience may be determined and evaluated during her or his probationary period.
- 21.04 When an employee is required to perform the full duties of a higher paid bargaining unit classification, for a full shift or longer, he/she shall be paid at the level on the grid for the higher paid classification that represents an increase for the employee of at least thirty-five cents (\$0.35) per hour for all time spent performing the duties of the higher classification. A higher paid classification is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- 21.05 Whenever an employee is formally assigned additional team leader responsibility to direct, supervise or oversee work of employees, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to her or his regular salary.

ARTICLE 22 – MISCELLANEOUS

- 22.01 A bulletin board will be made available for the sole use of the Union at each main office.
- 22.02 In recognition of the importance of protecting the interests of the vulnerable client population we serve, all employees are required to submit evidence of satisfactory criminal reference check on hire and every three years thereafter. The employee is responsible for paying the cost of the initial criminal reference check on hire and the Employer will pay the cost of any subsequent criminal reference checks.
- 22.03 The Employer shall undertake to supply all employees with a copy of the Collective Agreement, and the cost of doing so will be shared equally by the Union and the Employer.
- 22.04 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 22.05 Payroll will be issued by direct deposit on a bi-weekly basis. The Union will be notified six (6) weeks in advance of any change to pay dates. Pay stub information will be provided electronically to each employee and will include the balance of vacation time and compensating time up to date. Where there are pay errors equal to or greater than four (4) hours pay caused by the Employer, employees will be reimbursed within three (3) working days. Such request is to be submitted through the immediate Supervisor.
- 22.06 Failure to Maintain Licensure
- An employee is required to present to the Employer within six (6) weeks of the start of the year or such other date as may be prescribed by the respective College, evidence that her or his certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College permits the employee's Certificate of Registration to remain in effect. If the employee's Certificate of Registration is suspended by the College for non-payment of the annual fee, the employee will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his Certificate of Registration has been reinstated, he/she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 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 from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration
- 22.07 The Employer will not require employees to utilize their personal equipment (i.e. cellular phones) when conducting out-of-office business for the Employer such as but not limited to home visits. For greater clarity, this does not apply to personal vehicles.

22.08 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for clients and staff. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will offer vaccinations during regular working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) The Employer recognizes that employees have the right to refuse any required vaccination.
- d) If an employee refuses to take the vaccine required under this provision, he/she or he may be placed on an unpaid leave of absence during any influenza outbreak in the community or hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, he/she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, he/she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid.
- f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

22.09 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the employee with a letter detailing her or his employment dates, length of service and experience with the Employer.

22.10 The Employer agrees to provide a minimum of five million (\$5,000,000.00) per incident liability insurance at no cost to the employees.

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

ARTICLE 23 – PROFESSIONAL RESPONSIBILITY

- 23.01 The Parties agree that if an employee(s) raise a question concerning workload issues, the employee(s) shall raise the complaint with the Employer in the following manner:
- a) The complaint shall be discussed by the employee(s) and their immediate supervisor. The employee(s) have the right to have a Union Representative present.
 - b) Should this not be resolved, the complaint shall be reduced to writing by the Union, stating the nature of the complaint, the employee(s) and/or department(s) involved and suggested solution(s) to the issues(s).
 - c) This complaint shall be referred to the Labour/Management Committee. The Committee will meet within fifteen (15) calendar days, in an attempt to resolve the complaint to the satisfaction of the parties.
 - d) Failing resolution of the complaint within fifteen (15) days of the meeting of the Labour/Management Committee, the complaint shall be forwarded to the Executive Director and a meeting will be held with the Union within fifteen (15) calendar days in an effort to resolve the complaint.
 - e) In the event a satisfactory solution is not achieved the matter may only be referred to a third party dispute resolution expert who will attempt to mediate a settlement. Issues raised under this article are not grievable or arbitrable.
- 23.02 In submitting workload issues to management, employees shall use the ONA Community Professional Responsibility – Workload Reporting Form (see Appendix C).

For greater clarity, the process as set out in Article 23.01 shall be followed regardless of any process set out in the Form.

ARTICLE 24 – DURATION AND RETROACTIVITY

- 24.01 This Agreement shall remain in full force and effect from December 10, 2008, and extend to March 31, 2011, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days and not less than thirty (30) days prior to the termination date of this Agreement.

24.02 All changes are effective the date of the Union's ratification unless otherwise expressly provided.

Dated at Toronto this 6th of March, 2009.

FOR THE UNION

Ken Markel

~~Steve Dees~~

Wenia Jansons

dinda mickand

Jaun Trott

Jim Leung

Catherine Stout

FOR THE EMPLOYER

Mich Gatz

Lauren Scott

M. Sutherland

Appendix A
Compensation

BAND 1								
Classification	Date	Wage Schedule (Hourly)						
		Start	1	2	3	4	5	6
Case Manager	1-Jul-07	31.08	32.33	33.56	34.82	36.05	36.51	-
Orientation Coordinator	1-Apr-08	32.01	33.30	34.57	35.86	37.13	37.61	38.73
RAI Coordinator	1-Apr-09	32.97	34.30	35.60	36.94	38.25	38.73	39.90
	1-Apr-10	33.96	35.33	36.67	38.05	39.39	39.90	41.09

BAND 2								
Classification	Date	Wage Schedule (Hourly)						
		Start	1	2	3	4	5	6
Systems Analyst	1-Jul-07	27.63	28.57	29.21	30.68	32.02	33.50	
	1-Apr-08	28.46	29.43	30.09	31.60	32.98	34.51	35.54
	1-Apr-09	29.31	30.31	30.99	32.55	33.97	35.54	36.61
	1-Apr-10	30.19	31.22	31.92	33.52	34.99	36.61	37.70

BAND 3								
Classification	Date	Wage Schedule (Hourly)						
		Start	1	2	3	4	5	6
Payroll Administrator	1-Jul-07	25.40	26.20	27.10	28.00	28.90	29.80	
Contracts Coordinator	1-Apr-08	26.16	26.99	27.91	28.84	29.77	30.69	31.6
Placement Facilitator	1-Apr-09	26.95	27.80	28.75	29.71	30.66	31.61	32.55
Care Connector	1-Apr-10	27.76	28.63	29.61	30.60	31.58	32.56	33.52

BAND 4							
Classification	Date	Wage Schedule (Hourly)					
		Start	1	2	3	4	5
I&R Assistant	1-Jul-07	22.40	23.10	23.99	24.95	25.85	26.76
Systems Technician	1-Jul-07	22.40	23.10	23.99	24.95	25.85	26.76
Health Records Technician	1-Apr-08	23.07	23.79	24.71	25.70	26.63	27.56
Quality Improvement Analyst	1-Apr-09	23.76	24.51	25.45	26.47	27.42	28.39
Community Relations Specialist	1-Apr-10	24.48	25.24	26.21	27.26	28.25	29.24

BAND 5							
Classification	Date	Wage Schedule (Hourly)					
		Start	1	2	3	4	5
Accounts Payable Clerk	1-Jul-07	19.67	20.32	20.99	21.68	22.40	23.15
	1-Apr-08	20.26	20.93	21.62	22.33	23.07	23.84
	1-Apr-09	20.87	21.56	22.27	23.00	23.76	24.56
	1-Apr-10	21.49	22.20	22.94	23.69	24.48	25.30

BAND 6							
Classification	Date	Wage Schedule (Hourly)					
		Start	1	2	3	4	5
Team Assistant Scheduler	1-Jul-07	18.10	18.80	19.50	20.20	21.10	22.00
Help Desk Technician 1	1-Apr-08	18.64	19.36	20.09	20.81	21.73	22.66
Quality Improvement Clerk	1-Apr-09	19.20	19.94	20.69	21.43	22.38	23.34
	1-Apr-10	19.78	20.54	21.31	22.07	23.06	24.04

BAND 7							
Classification	Date	Wage Schedule (Hourly)					
		Start	1	2	3	4	5
Facilities Clerk	1-Jul-07	16.51	17.41	18.31	19.19	20.08	20.99
Health Records Clerk	1-Apr-08	17.01	17.93	18.86	19.77	20.68	21.62
	1-Apr-09	17.52	18.47	19.43	20.36	21.30	22.27
	1-Apr-10	18.04	19.02	20.01	20.97	21.94	22.94

NOTE: Students hired for school breaks will be paid at 75% of the applicable start rate for the first year, 80% of the applicable start rate in second year, and, 85% of the applicable start rate in the third year.

Appendix B
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		STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF		
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA RÉP. DE L'AIIO:	
	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
STEP ONE PREMIÈRE ÉTAPE ▶		DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE ▶		DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE ▶		DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
ON-09 REV. 01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

Appendix C WORKLOAD REPORT FORM

ONA COMMUNITY PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE

Client care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach. ONA may use this information for statistical purposes and noting trends across the province.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN CNO STANDARDS AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

STEPS IN PROBLEM SOLVING PROCESS

- 1) **At the time the workload issue occurs**, discuss the matter within the Team/Branch/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. team leader/charge nurse/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your 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 community professional responsibility workload report form to the Employer-Association Committee within fifteen (15) calendar days of the alleged improper assignment. (SEE REVERSE SIDE)
- 4) The Employer-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the LRO and/or Professional Practice Specialist shall meet with Management and attempt to resolve the complaint.
- 6) The form may be forwarded to an independent assessment committee within the requisite number of days of the meeting in (5) above, **if outlined in your collective agreement**.
- 7) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the PROF/CNO standards of practice/policies and procedures you feel you were unable to meet.
- 6) Do not, under any circumstances, identify clients/residents.

 **FRANÇAIS**

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LETTER OF UNDERSTANDING

Between:

CENTRAL COMMUNITY CARE ACCESS CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-time Benefits

Part-time employees who are currently enrolled in the benefits plans shall be permitted to continue benefit coverage, excluding long-term disability benefits. For these grand-parented employees, the Employer will contribute 50% of the premiums. This right ceases when the employee changes their status or opts for percent-in-lieu of benefits. Employees who opt to continue to participate in the benefit plans will not receive percent-in-lieu of benefits. Statutory holidays will be paid in accordance with the *Employment Standards Act*.

For greater clarity, this applies to the following employees:

Berges-Amina, Angela
 Brookling, Ilona
 Herre, Kristen
 Martino, Barbara
 Piccininni, Sandra
 Pressley, Lenore
 Proulx, Helene
 Koohtow, Nancy
 Page, Theresa
 Rezza, Felina
 Trousdale, Julie
 Williams, Joanne.

Dated at Toronto this 6th of March, 2009.

FOR THE UNION

Wanda Janszus
Wanda Janszus
Jan Trott
Linda Mukkanal
Karl Bruehl
Jan Leung
Matthew Stout

FOR THE EMPLOYER

Rush Spou
Rush Spou
M. Tuttle

LETTER OF UNDERSTANDING

Between:

CENTRAL COMMUNITY CARE ACCESS CENTRE

And:

ONTARIO NURSES' ASSOCIATION

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 Toronto this 6th of March, 2009.

FOR THE UNION

Stacy Coulson
Wynia Jansons
Joan Trott
Linda Mukand
Raul Sanchez
Shirley King
Matthew Stout

FOR THE EMPLOYER

Louise Scott
Barbara
W. Bitterlich