

COLLECTIVE AGREEMENT

B E T W E E N:

ERIE ST. CLAIR COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

EXPIRY: March 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes; and to establish and maintain mutually satisfactory salaries, hours of work, and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that Employees wish to work together with the Employer to secure the best possible health care and health protection for patients.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all persons employed by the Erie St. Clair Community Care Access Centre as Case Managers, Placement Coordinators, Nurse Practitioners, Education Facilitators, Wound Care Resource Nurses, and Placement Assessors, save and except Client Services Managers and persons above the rank of Client Services Manager.

Clarity Note: Placement Coordinators include Facility Placement Coordinators and Long-Term Care Coordinators.

- 2.02 All references to Officers, Representatives, and Committee members in this Agreement shall be deemed to mean Officers, Representatives and Committee members of the Erie St. Clair Community Care Access Centre bargaining unit of the Ontario Nurses' Association.
- 2.03 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass directly to and from the Senior Director of Human Resources and Organizational Development, or any person appointed to act in her place and one of the elected Officers of the Union, whose names shall be submitted to the Senior Director of Human Resources and Organizational Development.
- 2.04 On commencing employment, an Employee's Client Services Manager, or designate, shall introduce the new Employee to a designated Officer of the Union. The designated Officer of the Union shall be allowed fifteen (15) minutes per Employee, within regular working hours and during an Employee's orientation period, to acquaint the Employee with the Union. The Employer shall schedule these interviews.

ARTICLE 3 – DEFINITIONS

The following definitions shall be applied to this Agreement:

- 3.01 (a) A "full-time Employee" is one who is employed on a full-time basis, who regularly works the standard full-time hours per week as defined by this Collective Agreement.

- (b) A "part-time Employee" is one who is employed to work less than the standard hours per week as specified in this Collective Agreement.
- (c) A "casual Employee" is one who is employed to work on an irregular non-recurring basis as and when required by the Employer and subject to the Employee's availability.

3.02 The word "Employees", when used throughout this Agreement, shall mean persons employed by the Employer and covered by this Agreement.

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes that the management of the workplace and the direction of the workforce are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discharge Employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine job rating or classification, the hours of work, work assignments and the methods of doing the work;
- (d) put into effect, enforce and alter reasonable rules and regulations governing the conduct of the Employees; and
- (e) generally to manage the Employer's operation and, without restricting the generality of the foregoing, plan, direct and control operations, determine the number of personnel required from time-to-time, the standards of performance for all Employees, the methods, procedures and materials used, schedules of work and all other matters concerning the Employer's operation not otherwise dealt with elsewhere in this Agreement.

4.02 These rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 5 – NO DISCRIMINATION

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between Employers, Employees, physicians, other agencies and the Union. Employees should feel empowered to report incidents of disruptive or violent behaviour without fear of retaliation. The parties are both committed to a healthy working environment and

recognize the importance of addressing all levels of harassment, violence and/or discrimination in a timely and effective manner.

- 5.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its Representatives with respect to any Employee because of her membership, activities on behalf of the Union, or non-membership in the Union, and that there will be no Union activity, solicitation for membership or collection of dues on the Employer's premises except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.02 The Employer and the Union agree that neither will, at any time, act nor proceed in any manner contrary to the provisions of the *Employment Standards Act*, the *Labour Relations Act*, the *Occupational Health and Safety Act*, or the *Ontario Human Rights Code*, all as amended and any Regulations made thereunder.
- 5.03 (a) The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.
- (b) Sexual harassment is defined as:
- i) inappropriate touching, including touching which is expressed to be unwanted;
 - ii) suggestive remarks or other verbal abuse with a sexual connotation;
 - iii) compromising invitation;
 - iv) repeated or persistent leering at a person's body;
 - iv) demands for sexual favours;
 - vi) sexual assault.
- (c) Grievances under this clause will be handled with all possible confidentiality and dispatch.
- 5.04 In recognizing the importance of a healthy work environment, the Employer and the Union will review all Employer policies and processes dealing with violence, harassment and/or discrimination with all new Employees during their orientation period.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

- 6.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms, "strike" and "lockout" shall bear the meaning given to them in the *Ontario Labour Relations Act*.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer shall deduct monthly from each Employee the amount of monthly dues validly authorized by the Union. The Union shall notify the Employer in

writing of the amount to be deducted from each Employee. Such notification or any amendments thereto, given with a minimum of two (2) weeks notice, shall be the Employer's authority to make the deductions.

- 7.02 The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each Employee. The list shall show the social insurance number of each Employee, terminations, new hires, leaves of absence and the initial list shall contain, as well, the addresses and telephone numbers of each Employee. A copy of this list will be sent to the Bargaining Unit President.
- 7.03 Union dues must be deducted once per month where a casual Employee, under Article 3.01(c), receives pay for one (1) or more days in a month. If a casual Employee receives pay for only one (1) day in any particular month, Union dues will be deducted regardless of when that payday falls within a month.
- 7.04 The Union shall indemnify and save the Employer harmless from any claims from Employees as a result of dues having been collected in accordance with the terms of this Agreement.
- 7.05 The Employer shall provide each Employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 – UNION REPRESENTATION

8.01 Union–Management Committee

- (a) The Employer agrees to recognize a Union-Management Committee comprised of six (6) Representatives of the Employer, one (1) of whom shall be the Senior Director of Human Resources and Organizational Development or her Designate, and six (6) Representatives of the Union, one of whom shall be the Bargaining Unit President, or her Designate.
- (b) The Committee shall meet every two (2) months unless otherwise agreed. The duties of Chairperson shall alternate between the parties. Agenda items to be discussed shall be exchanged in writing at least five (5) calendar days prior to the meeting. A record of matters referred to the Committee and the recommendations pertaining to such matters shall be maintained, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) This Committee shall promote and provide for effective and meaningful communication of information and ideas and shall make joint recommendations on matters of concern with respect to CCAC services.
- (d) The Union recognizes that members of the Union-Management Committee have their regular duties to perform in connection with their employment, and that only such reasonable time as is necessary shall be spent during working hours to attend such Committee meetings. The Employer agrees to pay for time spent during regular working hours for the Representatives of the Union for attending such meetings, including preparation time to a maximum of one half (1/2) hour before the meeting and one half (1/2) hour after the meeting.

- (e) Committee members shall utilize video conferencing services (such as the Ontario Telemedicine Network) for the purposes of attending three (3) Union-Management meetings per calendar year. The dates of such meetings shall be agreed upon by the Bargaining Unit President and Senior Director of Human Resources and Organizational Development.

8.02 Grievance Committee

- (a) The Employer agrees to recognize a Grievance Committee of six (6) Employees. However, the parties agree that for site-specific grievances, no more than two (2) committee members will be permitted to attend the Grievance Committee meeting. This does not preclude the Bargaining Unit President from attending a grievance meeting.
- (b) It is agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer. If a Representative must leave her regular duties for a period of time in order to attend to Union business, she will first obtain the permission of her Client Services Manager. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Client Services Manager and then return to her regular duties.
- (c) 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.

8.03 Negotiating Committee

- (a) The Employer agrees to recognize a Negotiating Committee of seven (7) Employees, the Bargaining Unit President and a Labour Relations Officer of the Ontario Nurses' Association.
- (b) Negotiations between the Union and the Employer will be conducted during working hours. The wages or salaries of Union Representatives on the Negotiating Committee shall be borne by the Employer. The Employer shall not be required to pay Union Representatives on the Negotiating Committee in the event of meetings during a labour dispute.

8.04 Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under applicable legislation, the Employer agrees to accept as members of its Joint Health and Safety Committee one (1) representative selected or appointed by the Union from among the CCAC bargaining unit Employees from each site of the CCAC and one (1) alternate, per site.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving Health and Safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.

- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held once every three (3) months 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.
- (f) Any Representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such Representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to,

- A) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.
- B) such time as is necessary to attend meetings of the committee;
- C) 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);
- D) where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a Union representative to be involved in an investigation involving Union members; and

"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) Pregnant Employees may request to be transferred from their current duties if, in the professional opinion of the Employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant Employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (i) The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.
- (j) A member of a Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's Employer shall pay the member for the time spent at the member's regular or premium rate as may be proper.

8.05 The Union shall notify the Employer in writing of the names of its Union Officers and representatives for all purposes under the Collective Agreement and the names of members of all committees recognized under the Collective Agreement. The Union will notify the Employer of any changes of such personnel before the Employer shall be required to recognize them.

8.06 (a) Modified Work

When it has been medically determined that an Employee is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with the Employee, Bargaining Unit President or designate, and the Staff Representative of the Ontario Nurses' Association, if available, to discuss the circumstances surrounding the Nurses' disability. If the Employee is absent from work, the meeting will occur prior to the Employee returning to work. When the terms and conditions of the program have been agreed upon, the Employer will confirm such terms and conditions to the Employee, in writing.

The Employer will provide modified work to Employees where appropriate and required by law.

In order to enable an Employee to return to work following a long term illness or disability, job posting requirements may be waived with the written consent of the Labour Relations Officer and the Employer.

- (b) The Employer will notify the Ontario Nurses' Association of the names of all Employees off work due to work-related injury (whether or not the Employees are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (c) The Employer agrees to supply the Union and the Employee with a copy of the Workplace Safety & Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) within twenty-four (24) hours of mailing to WSIB.

8.07 Professional Responsibility

Where an Employee or group of Employees, covered by this Agreement has cause to believe that they are being asked to perform more work than is consistent with proper care, she or they must first give their immediate Supervisor or Designate an opportunity to resolve the complaint. Failing resolution within three (3) working days of the complaint, she or they may:

- (a) i) complain in writing to the Union-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Union-Management Committee shall convene a meeting of the Union-Management Committee within ten (10) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) persons who have expertise in

either Case Management, In-Home Services or Long Term Care Coordination Services, depending on the type of complaint filed; one (1) chosen by the Union, one (1) chosen by the Employer, and one (1) chosen by the other two (2) from a panel of two (2) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within thirty (30) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
 - i) The list of Chairpersons – Assessment Committee is attached to and forms part of this Agreement.
 - ii) Each party will bear the cost of its own Nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) Time limits may be extended by mutual agreement of the parties in writing.
- (d) Any complaint lodged under this provision shall be on the form set out in Appendix “E” of this Collective Agreement. The parties may agree to an electronic version of the form and a process for signing.

8.08 The Employer will advise relevant Employees of decisions with respect to awarding the termination of agreements with service providers and make accessible to them information required to perform their duties.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURES

9.01 In order to ensure that complaints of Employees shall be remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances shall be as follows:

STEP NO. 1

It is understood that an Employee has no grievance until she has first given her Client Services Manager an opportunity to adjust her complaint. If an Employee has a complaint, she shall, with the assistance of a member of the Grievance Committee, if desired, discuss it with her Client Services Manager within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred, or within seven (7) working days of the time she reasonably ought to have known of the circumstances. The Client Services Manager shall communicate her reply to the Complainant within seven (7) working days and if not satisfied, the Complainant may file a written grievance in the following manner and sequence:

STEP NO. 2

The Employee may, with the assistance of a member of the Grievance Committee if desired, submit a written grievance signed by her to the Senior Director of Human Resources and Organizational Development, or designate within seven (7) working days after she has received the reply of the Client Services Manager. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The parties will meet to discuss the grievance within fourteen (14) working days, unless agreed otherwise by the parties in writing. Grievance meetings will be held at the site location at which the grievance issue arose, unless agreed otherwise by the parties in writing. The Senior Director of Human Resources and Organizational Development or her designate will deliver her decision in writing to the Labour Relations Officer, with a copy to the Grievance Chairperson within seven (7) working days following the meeting.

9.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this agreement, or any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 9.08. If no written notice (electronic or otherwise) of arbitration is received within twenty (20) working days after the decision is given, it shall be deemed to have been settled.

9.03 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated under Step No. 2 of the grievance procedure. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an Employee, which such Employee could herself institute and the regular Grievance Procedure shall not be thereby bypassed. Any grievance by the Employer or the Union, as provided for in this paragraph, shall be commenced within ten (10) working days after the circumstances giving rise to the grievance have occurred, or within ten (10) working days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Senior Director of Human Resources and Organizational Development or the Bargaining Unit President, respectively, or their Designates.

9.04 Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, signed by each Employee who is grieving, to the Senior Director of Human Resources and Organizational Development or her designate at Step No. 2 within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employee(s). The applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.05 Discharge/Discipline Grievances

(a) A claim by an Employee that she has been unjustly discharged, suspended or otherwise disciplined shall be treated as a grievance if a written statement of such grievance setting out the nature of the

grievance, and the specific remedy sought is lodged within ten (10) working days after the discharge, suspension or discipline is effected.

- (b) At the time formal discipline is imposed, at any meeting discussing issues that may have a bearing on an Employee's employment or may result in some type of discipline, at any meeting where complaints against an Employee are discussed, or at any stage of the grievance procedure, including the verbal complaint stage, an Employee is entitled to be represented by her Union Representative. The Employer shall notify the Employee of the purpose of the meeting and of their right to Union representation in advance.
- (c) Should the Employer suspend, discharge or discipline an Employee, a copy of the notification by the Employer to such Employee shall be presented to the Employee with a Union representative present and a copy of such notification copied to the Union.
- (d) 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 set out in above unless the probationary Employee is released for:
 - i) reasons which are arbitrary, discriminatory or in bad faith;
 - ii) exercising a right under the Collective Agreement.

The Employer agrees to provide the Bargaining Unit President with written reasons for the probationary Employee's release within seven (7) calendar days of such release.

A claim by a probationary Employee that she has been unjustly released shall be treated as a grievance, provided the Employee is entitled to grieve, if a written statement of such grievance is filed by the Union at Step 2 within fourteen (14) calendar days after the date the release is effective.

- 9.06 Any grievance not submitted within the time limits, nor advanced by the grieving party within the time limits provided for in the Grievance Procedure, shall be deemed to have been dropped. No matter may be submitted to Arbitration that has not been properly carried through all the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 9.07 All agreements reached under the Grievance Procedure between the parties will be final and binding upon the Employer and the Union and the Employees.
- 9.08 (a) If the Employer or the Union requests that a grievance be submitted to Arbitration using a sole arbitrator, it shall make such request in writing to the other party to this agreement, and at the same time, it shall propose the name of the sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to

effect such appointment upon application thereto by the party invoking the arbitration procedure.

Once appointed, the sole arbitrator shall have all power as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- (b) If the Employer or the Union requests that a grievance be submitted to Arbitration using a tripartite Board, it shall make such request in writing addressed to the other party to this Agreement, and at the same time, name a Nominee. Within ten (10) working days thereafter, the other party shall name a Nominee and notify the other party. The two (2) Nominees so named shall, within ten (10) working days of the naming of the latter of them, attempt to settle by agreement the selection of an Arbitrator to act as Chairperson of the Arbitration Board. If they are unable to agree on such an Arbitrator, they may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

Once appointed, the Arbitrator shall have all power as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 9.09 The Arbitration Board shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. This provision does not affect the Board's statutory authority to modify or set aside any disciplinary penalties.
- 9.10 The decision of the majority of the Board of Arbitration will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 9.11 Each of the parties hereto will bear the fee and expenses of the Nominee appointed by it and the parties will equally share the fees and expenses of the sole arbitrator or Chairman of the Arbitration Board.
- 9.12 Any time limit referred to in Article 9 shall be exclusive of Saturdays, Sundays, and Paid Holidays observed by the Employer.
- 9.13 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written mutual consent of the parties to this Agreement.
- (b) Any step of the Grievance Procedure may be waived by written mutual consent of the parties to this Agreement.

ARTICLE 10 – ACCESS TO AND USE OF FILES

- 10.01 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment-related matters are completed with respect to any Employee, it shall be reviewed with the Employee and she shall be given an opportunity to sign the document and indicate any area of disagreement. A copy of the completed performance

appraisal will be provided to the Employee upon request. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the Employee.

- 10.02 Upon request and after having given reasonable notice, an Employee may review her file in the presence of her Client Services Manager or delegate and be provided with a copy of any document contained therein.
- 10.03 No document or complaint will be used against an Employee for disciplinary purposes, or for any other employment-related issues, where it has not been brought to her attention in a timely manner. Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that the Employee's record has been discipline-free for the immediately preceding twelve (12) months during which she has worked.

ARTICLE 11 – SENIORITY/SERVICE

- 11.01 (a) Service and seniority for full-time Employees will be based on continuous full-time employment from date of last hire.
- (b) Service and seniority for part-time Employees will be based on paid hours accumulated since the date of last hire.
- (c) Service and seniority for casual Employees will be based on paid hours accumulated since the date of last hire.
- (d) Employees who have an alternate service accrual resulting from a predecessor Employer prior to the establishment of the three (3) previous CCACs will have the alternate service accrual identified on the seniority list posted in accordance with Article 11.03 in an additional column identified as "Alternate Service Accrual".

11.02 Probationary Period

Employees newly hired into the bargaining unit shall be considered to be on probation for a period of one (1) year or nine hundred and seventy-five (975) hours worked, whichever occurs first. After the probationary period, the Employee shall be credited with seniority from the date of hire. Where the Employer requests an extension of the probationary period, it will provide notice to the Bargaining Unit President at least seven (7) calendar days prior to the expiration of the initial probationary period. The probationary period will only be extended with the written consent of the Employer, the Bargaining Unit President and the probationary Employee. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months and the Employer will advise the Employee and the Bargaining Unit President with written reasons for the basis of the extension. A defined learning plan will be mutually developed for the Employee's professional growth.

- 11.03 (a) Separate seniority lists will be maintained for full-time, part-time and casual Employees. Seniority lists will be posted in each of the Employer's sites by the pay period immediately following March 31st and September 30th in each calendar year. For information purposes only, the names of probationary Employees shall be included in the applicable seniority list.

- (b) Seniority lists will show each Employee's date of hire, site location, position, and seniority will be expressed in years/months/days.
- (c) Seniority lists will be provided to the Bargaining Unit President at the time they are posted in electronic format.
- (d) In the event Employees within the bargaining unit have identical seniority, their names will be listed on the seniority list in alphabetical order based on the Employee's last name on their date of hire. Should the Employee's name change during the course of their employment, they will maintain their position on the seniority list and their former name will be identified in parenthesis.

11.04

- (a) In the event a full-time Employee obtains a part-time or casual Employee position, or vice versa, the Employee will transfer her full service and seniority to the part-time or casual position, or vice versa, on the basis of one (1) year of full-time service or seniority equals nineteen hundred and fifty (1950) hours of part-time or casual service or seniority.

Full-time, part-time or casual service or seniority shall not precede the Employee's date of hire.

Prior to July 1, 2007 there were a number of different conversion formulas for each of the previous three (3) bargaining units. These conversion formulas are identified in Appendix "F".

- (b) No Employee can be listed on more than one (1) seniority list at the same time.
- (c) Seniority lists will only be integrated for the purposes of:
 - i) Vacation selection within each Employer site in accordance with Article 16.07 (c);
 - ii) Layoff within the bargaining unit in accordance with Article 13.03.
- (d) Casual Employees will only accrue seniority for the purposes of job postings and advancement on the salary grid. Casual Employees cannot utilize their seniority for any other purposes under the Collective Agreement.

11.05

Temporary Replacement

- (a) An Employee hired as a temporary replacement, for a period not to exceed twelve (12) consecutive months, shall be advised in writing at the time of hiring of her temporary status and of her period of employment. Notwithstanding any other term or provision of this Agreement, her employment shall automatically terminate at the end of the specified period. If, however, the Employer decides to offer her/him permanent employment, her seniority will date from date of last hire into the bargaining unit.
- (b) A temporary Employee will not be entitled to paid holidays under Article 15.01 until she has been employed for thirty (30) working days, and will not be covered by the benefits in Article 15.

- (c) Temporary employment may be extended on a temporary basis for a specified period by mutual agreement of the parties to this Agreement, in writing.

11.06 Seniority shall be retained and accumulate when an Employee is absent from work, under the following conditions:

- (a) When on leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of paid sick leave;
- (d) When in receipt of WSIB Benefits for an injury sustained while acting in the course of her employment for the Erie St. Clair CCAC;
- (e) When on pregnancy or parental leave.

This clause will be interpreted in a manner consistent *with Human Rights Code and Employment Standards Act*.

11.07 Seniority shall be retained but not accumulate when an Employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) For a period of twenty-four (24) months after layoff;
- (c) On unpaid sick leave;
- (d) In receipt of WSIB Benefits under circumstances other than those mentioned in Article 11.06 (d).

This clause will be interpreted in a manner consistent *with Human Rights Code and Employment Standards Act*.

11.08 An Employee shall lose all service and seniority and shall be deemed to have quit if she:

- (a) Voluntarily leaves the employ of the Employer, or retires;
- (b) Is discharged and not reinstated through the grievance or arbitration procedure;
- (c) Is laid off continuously for a period of more than twenty-four (24) months;
- (d) Is absent from work without prior permission for three (3) consecutive working days unless a satisfactory reason is given;
- (e) Fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- (f) Fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail to her last known address as shown on the Employer's records.

This clause will be interpreted in a manner consistent with *Human Rights Code* and *Employment Standards Act*.

11.09 Work of the Bargaining Unit

Work normally performed by members of the bargaining unit shall not be performed by persons outside the bargaining unit if this causes full-time and part-time Employees in the bargaining unit to work fewer than their normal hours, be laid off, or to be terminated. This provision does not apply to an emergency or to work performed for the purpose of experimentation or instruction.

The Employer agrees to inform and discuss with the representatives of the bargaining unit, at the Labour-Management Meeting, of any contract work that is planned to be contracted out.

- 11.10 Any Employee who takes a temporary management assignment for a period not to exceed six (6) calendar months shall have her seniority frozen at the time the temporary management assignment commenced. Upon completion of the temporary management assignment such seniority will be reinstated and accumulation will again commence. Employees in any temporary management assignment will not pay Union dues and will not have any rights under the terms of this Collective Agreement. The six (6) month time frame may be extended by mutual agreement of the Union and the Employer, such agreement to be in writing.

ARTICLE 12 – JOB POSTING PROVISIONS

- 12.01 (a) The Employer will post notice of all permanent vacancies, new positions established within the bargaining unit or changed positions within the bargaining unit for a period of ten (10) calendar days. The posted notice of the permanent vacancy or any new or changed positions will identify the specific district, area of assignment, hours of work, Employer site and any other information applicable to the posting. If the work is Hospital(s), the Hospital(s) and shift(s) to be worked will be identified in the posting. In the case of a new position, a copy of the job description will accompany the posting. Where a bargaining unit position has changed the Employer and the Union will agree on whether or not the position is to be posted. Employees wishing to be considered for such positions, or vacancies, shall make written application within the ten (10) day posting period to the Senior Director of Human Resources and Organizational Development, or her Designate.
- (b) Employees shall be selected for posted positions on the basis of their skill, ability, experience, qualifications as established by the Employer and where these factors are relatively equal among the Employees considered, the senior applicant will be given the job.
- (c) Employees may make a written request for transfer by filling out an Application for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and posted position(s) the

Employee is applying for. Employees will be permitted to provide an Application for Transfer form to the Employer prior to going on an absence from the workplace indicating what positions they wish to be considered for during such absence and must provide a contact number the Employer can use to contact them during her absence should a posting arise.

- (d) Should there be no suitable applicant from within the bargaining unit; the Employer may hire an Employee from outside the bargaining unit.
- (e) The name of the successful applicant will be posted by the Employer once the successful applicant(s) has accepted and the unsuccessful applicant(s) has been notified. At the request of the Employee, the Employer will discuss with unsuccessful applicants ways in which they can improve for future posting.
- (f) An Employee who is the successful applicant for another position within the bargaining unit shall be given a familiarization period of up to three (3) calendar months to establish that the Employee is capable of performing the duties and responsibilities of the position. Upon successful completion of the familiarization period, the Employee shall be confirmed in the position. In the event the successful applicant proves unable to perform the duties in the new position during the familiarization period, or if the Employee is unwilling to continue in the new position, the Employee can elect to return to her former position and salary without loss of seniority. Any other Employee promoted or transferred as a result of the original posting shall also be returned to their former position and salary without loss of seniority, and (h) below will no longer apply for that promotion or transfer. For the purposes of this article, a new district or moving within hospital sites does not constitute "another position."
- (g) Each member of the bargaining unit may only hold one position in the bargaining unit.
- (h) Successful applicants for a permanent position will be required to remain in the position for a period of six (6) months from the date the Employee commences working in the position. This Article will not apply to any Employee applying for a position to change their status from full-time to part-time, or vice versa.
- (i) A copy of all job postings will be filed with the Bargaining Unit President.
- (j) Postings that remain unfilled for a period of six (6) months from the date of the original posting will be reposted pursuant to (a) above, provided the Employer still requires the position to be filled.

12.02

Temporary Vacancies

- (a) The Employer shall have the right to fill the vacancy or new positions on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned. All vacancies which are not expected to exceed sixty (60) calendar days which may including vacancies caused due to illness, accident, and leaves of absence may be filled at the discretion of the Employer.

- (b) Vacancies, which exceed sixty (60) calendar days, including maternity/parental leaves, and which may include vacancies caused due to illness, accident and leaves of absence will be posted and filled according to Article 12.01 of this agreement.
- (c) All Employees will be considered for temporary full-time and part-time vacancies. Employees will not be considered for further temporary vacancies until they have completed their current temporary vacancy or unless the new temporary vacancy commences after the current temporary vacancy will be completed.
- (d) Upon completion of the any temporary vacancy, an Employee shall be reinstated to her former position. Where the Employee's position has been discontinued, it will be treated as a layoff and the Employee will be afforded all rights under Article 13.

ARTICLE 13 – LAYOFF AND RECALL PROVISIONS

- 13.01
- (a)
 - i) A "layoff" is defined as a reduction in an Employee's hours of work, cancellation of all or part of an Employee's scheduled shift and a displacement of an Employee from her area of assignment.
 - ii) A partial or single shift reassignment of an Employee from her area of assignment will not be considered a layoff. Reassignment will follow the parameters outlined in Article 17.09 (f).
 - (b) No reduction in the hours of work of one or more Employees shall take place to prevent or reduce the impact of a layoff, without the written consent of the Union.
 - (c) A "short-term layoff" will mean a layoff resulting from a temporary set of circumstances not anticipated to exceed sixty (60) calendar days in duration. The Employer will provide the Bargaining Unit President and the Labour Relations Officer with not less than fourteen (14) days notice, in writing, of a short-term layoff, unless the short-term layoff is caused by a situation beyond the control of the Employer. Employees will be given forty-eight (48) hours notice of a shift cancellation, unless the shift cancellation is caused by a situation beyond the control of the Employer.
 - (d) A "long-term layoff" will mean any layoff exceeding sixty (60) calendar days in duration. The Employer will provide the Bargaining Unit President and the Labour Relations Officer with not less than sixty (60) days notice, in writing, of a long-term layoff. The effective date of the layoff will not be changed without expressed written agreement of the parties.
 - (e) Within seven (7) calendar days notice of layoff to the Bargaining Unit President and the Labour Relations Officer, all individual Employees affected by the layoff will receive individual notification of the layoff in person with the attendance of a union representative designated by the Union. At this time the official written layoff notice will be provided to the Employee and a copy provided to the union representative present.
 - (f) Employees on pregnancy/parental leave, sick leave, or leaves of absence, who would be laid off if they were at work, will receive written

notification of the layoff by registered mail. Such written notification will indicate that the layoff will not take effect until after the expiration of their leave and will be advised that upon their return to work they will be required to meet with the Employer and a union representative to review their options under the layoff procedure. Should the individual Employee agree to facilitate this meeting prior to their return to work arrangements will be made to accommodate such request provided such request is submitted in writing to her Client Services Manager.

- (g) In the event of a layoff, the Employer will layoff all probationary Employees at the specific location affected by the layoff prior to issuing a notice of layoff to any seniority Employee, provided the remaining Employees at that location have the skill, ability and qualifications to perform the required work.

13.02 Once notice of a short-term or long-term layoff has been served, and prior to individual notice of layoff being provided pursuant to Article 13.01 (f), the Employer will meet with Bargaining Unit President and all site representatives to identify the following:

- (a) The reasons causing the layoff;
- (b) The specific areas of service to be discontinued or amended during the layoff;
- (c) The services to be provided following the layoff;
- (d) The method of implementation of the decrease in service, and the specific names of all Employees to be affected by the layoff.

Once the above meeting has taken place, all Employees within the bargaining unit will be notified of the layoff via email.

The Bargaining Unit President and the appropriate site representative will be present at all meetings at each individual site to discuss layoffs.

- 13.03
- (a) Seniority lists for the purposes of layoff will be integrated. At the time of notice to the Bargaining Unit President and the Labour Relations Officer, under Article 13.01 (d) or (e), the seniority list will be updated and frozen as of the date of the notice to the Union for the purpose of determining layoffs.
 - (b) The least senior Employee in the position/team to be discontinued or reduced will be subject to layoff, provided the remaining Employees have the skill, ability and qualifications to perform the required work.
 - (c) Employees in the positions to be discontinued or reduced will be permitted to displace the least senior Employee in another position/team, provided the Employee has the skill, ability and qualifications to perform the required work. In a short term layoff, there shall be no more than three (3) Employees displaced as a result of the original notification of layoff. The third displaced Employee must displace the Employee having the least seniority in the bargaining unit. Notwithstanding the foregoing, a full-time Employee can only displace another full-time Employee and a part-time Employee can only displace another part-time Employee until

such time as there is no other full-time or part-time Employee for them to displace at which time they will be permitted to displace the most junior Employee in the alternate classification of part-time or full-time.

- (d) If an Employee identified for layoff is unable to displace a junior Employee at her home location by reason of being the low seniority Employee, or not having the skill, ability and qualifications to perform the required work at that location, the Employee may then, and only then, exercise their seniority to displace a junior Employee at a different location. Employees will be offered recall at locations other than their home location in order of seniority provided the Employee has the skill, ability and qualifications to perform the work, prior to the Employer offering the work to casual Employees, or hiring a new Employee at that location.
- (e) Any Employee given notice of a layoff or displacement in a short term layoff has the right to absent herself from the workplace for the duration of the layoff provided the Employee notifies the Employer in writing. A copy of all such letters will be provided to the Bargaining Unit President.
- (f) Casual Employees will not be scheduled to work while any full-time or part-time Employee is laid off at that location, unless the full-time or part-time laid off Employees at that location are unavailable or have declined to work once the work has been personally offered to the Employee.
- (g) Employees who displace, or are displaced as a result of a layoff will be provided with orientation to allow the Employees to assume the duties of her new position.

- 13.04 (a) During a short-term layoff, all vacation banks and all sick leave/lieu banks for Employees will be maintained.
- (b) During a long-term layoff, all sick leave banks, and all vacation and/or lieu banks for Employees will be maintained for twenty-four (24) months. Employees may agree to have their vacation and/or lieu banks paid out after a shorter period of time provided all such agreements are in writing and a copy of such agreement is provided to the Union.
- 13.05 (a) When recalling Employees after a layoff, those last to be laid off at that location will be the first to be recalled, provided the Employee has the skill, ability and qualifications to perform the required work.
- (b) An Employee must accept a recall to a permanent position at her home location if the Employee has the skill, ability and qualifications to perform the required work. An Employee does not have to accept a recall to a temporary position or to an alternate Employer site.
- (c) The Employer will not hire any new Employee to fill a vacancy where there is an Employee on layoff until it has exhausted its options under (a) and (b) above.
- 13.06 Notwithstanding the provisions of Article 17.09 of the Collective Agreement, where remaining part-time Employees have been scheduled for their minimum commitment of tours, all remaining tours to be scheduled will be offered to Employees on layoff, in order of seniority.

- 13.07 Where a vacancy occurs in a position from which an Employee has been displaced, the affected Employee will be offered the opportunity to return to her former position provided such vacancy occurs within six (6) months from the date the Employee was displaced. Where the Employee agrees to return to her former position, there will be no requirement to post the position pursuant to Article 12.01 of the Collective Agreement. Should the Employee decline to return to her former position and elect to remain in her current position, the position will be posted in accordance with Article 12.01 of the Collective Agreement.
- 13.08 Any agreement reached between the Employer and the Union concerning the implementation of a layoff shall take precedence over the term of this Article 13 provided such Agreement is in writing and is signed by both parties.
- 13.09 An Employee on long-term layoff may, at her own expense, continue benefit coverage, except for short-term and long-term sickness and income protection, for a period of twenty-four (24) months following the layoff by arranging to pay the full premiums in advance on a quarterly basis.
- 13.10 Specially Funded Programs
- Where it is necessary to terminate or decrease specially funded programs, the Employer will meet with the Employees and the Union to review the reasons for the change, the implementation of the change and the effect on the Employees involved. Such termination or decrease of specially funded programs will be treated as a layoff in accordance with Article 13.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing to the Senior Director of Human Resources and Organizational Development of the CCAC at least four (4) weeks in advance, if possible, and a written reply will be given within fourteen (14) days receipt of such request, except in cases of emergency. Such leave shall not be unreasonably withheld. Denial of requested personal leaves will indicate the specific reasons for the denial.
- When leave of absence in excess of thirty (30) continuous calendar days has been approved, it is the responsibility of the Employee to make arrangements with the Director of Finance and Decision Support for the continuation of benefits under Article 18.
- 14.02 General Union Leaves
- (a) Leave of absence, without pay, for Union business up to an aggregate bargaining unit total of one hundred (100) days during each fiscal year will be granted provided two (2) weeks advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence and such leave of absence does not interfere with the continuous efficient operation of the Employer. Such leave shall not be unduly withheld. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the Employee. The Employer will bill the Local Union within a

reasonable period of time however no less often than every three (3) months.

- (b) The Employer shall grant the Bargaining Unit President up to five (5) days leave of absence per month with pay to attend to bargaining unit business. Such days will be prescheduled except in the case of an emergency. The Bargaining Unit President will endeavour to avoid scheduling said days on Mondays or Fridays.

14.03

- (a) Leave, Board of Directors

An Employee, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted, upon request, such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence.

Notwithstanding Article 11.07, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 14.02 above. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable health and welfare benefits.

- (b) Leave, President, ONA

Upon application in writing by the Union on behalf of the Employee to the Employer, a leave of absence shall be granted to such Employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding the provisions of Articles 11.07, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable health and welfare benefits. It is understood, however, that during such leave the Employee shall be deemed to be an Employee of the Ontario Nurses' Association. The Employee agrees to notify the Employer in advance of her intention to return to work at least four (4) weeks prior to the date of such return.

- (c) Leave, Local Coordinator / Provincial Committee

An Employee, who is elected to the position of Local Coordinator or to serve on a provincial Union committee, shall be granted, upon request, such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence.

Notwithstanding Article 11.07, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 14.02 above. During such leave of absence, the Employer shall maintain the

Employee's salary and applicable benefits and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable health and welfare benefits.

14.04 The Employer will make every attempt to replace Employees for all Union leaves granted under this provision where salary and benefits are reimbursed by the Union.

14.05 Jury and Witness Duty

If a full-time or part-time Employee is required to serve as a Juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is party, or required by subpoena to attend a Court of law or Coroner's inquest in connection with a case arising from the Employee's duties at the Employer, the Employee will receive pay for those days of her regular schedule during which she is required to be absent, and shall not be required to work another shift on any such day provided that the Employee:

- (a) Promptly notifies the Employer upon the Employee's notification that she will be required to attend Court;
- (b) Deposits promptly with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and deposits with the Employer an official receipt where available;

14.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. An Employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The Employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The Employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The Employee shall be reinstated to her former position unless the position has been eliminated in which case she will be given notice of layoff pursuant to Article 13.01.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the Employee's

Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time Employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).

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

- (e) An Employee shall continue to accumulate seniority and service credits for all purposes and shall continue to participate in the pension plan and group benefits plan, for a period of up to twelve (12) months duration, unless she elects in writing not to do so.

14.07

Parental Leave

- (a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An Employee who has taken a pregnancy leave under Article 14.06 is eligible to be granted a parental leave of up to thirty-seven (37) weeks duration, in accordance with the Employment Standards Act. An Employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The Employee shall be reinstated to her former position, unless that position has been eliminated in which case she will be given notice of layoff pursuant to Article 13.01.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the Employee's regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the

Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the Employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time Employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

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

14.08

Compassionate Leave

The following shall be granted:

- (a) An Employee shall be allowed to take up to five (5) days off in the event of the death of a spouse or same sex partner, child or stepchild, parent, and shall receive pay, at her basic rate for each scheduled day of work missed to a maximum of five (5) days within the period which extends from the date of death up to and including the day following interment, or five (5) calendar days following the death, whichever is the greater.

An Employee shall be allowed to take up to three (3) days off in the event of the death of a guardian, sibling, mother-in-law, father-in-law, grandparent, grandparent of a spouse, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and shall receive pay, at her basic rate for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of death up to and including the day following interment, or three (3) calendar days following the death, whichever is the greater.

An Employee shall be allowed to take one (1) day off with pay in the event of the death of an aunt, uncle, niece, nephew, or godchild.

- (b) Where travel of two (2) hours or greater is required, or in exceptional circumstances, additional unpaid compassionate leave of up to two (2) days may be granted at the discretion of the CCAC Senior Director of Human Resources and Organizational Development or her designate.
- (c) An Employee will be entitled to defer taking a bereavement leave day or days to a later date for the purpose of attending a second funeral or memorial service. This provision shall not entitle an Employee to additional bereavement days that they would otherwise have received pursuant to this Article.
- (d) One (1) Employee designated by the Union shall be granted one (1) day off with pay for the purposes of attending the funeral of a Union member or retired Union member employed or formerly employed by the Employer.

14.09 Care Leave

Employees will be granted up to thirty-seven and a half (37.5) hours leave in each calendar year for the purpose of providing or arranging for care for the Employee's spouse, child/ren, parent(s), brother or sister, or to accompany them to obtain medical care.

For each hour of leave accessed under this provision, the Employee will utilize an equal amount of time under their accrued paid leave/sick leave, if any, under the accrued paid leave provisions of the Collective Agreement, or leave of absence without pay if no accrued paid leave is available.

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

To clarify, this article, and other clauses in the current agreement that provide for paid or unpaid leaves for purposes under the new *Employment Standards Act* provisions, will be deemed to offset the requirement for the Employer to provide for ten (10) days of unpaid leave to the extent that the Care Leave clause, and other leave clauses are accessed during the course of a year.

14.10 Professional Meetings

Leave of absence, without pay and without loss of seniority, may be granted, upon application in writing to the Senior Director of Human Resources and Organizational Development, for attendance at meetings of the R.N.A.O and OCSA to a maximum of four (4) working days per request and to an annual aggregate of ten (10) working days for the bargaining unit. No more than a total of three (3) Employees for both the full-time and part-time will be given such leave at any one time.

14.11 Educational Leave

- (a) The Employer may, at its discretion, grant educational leave without pay, benefits or loss of seniority to any full-time Employee who has a minimum of two (2) years seniority who wishes to enrol in a post graduate, certificate or degree course of study relevant to the profession.
- (b) Leave of absence with pay will be granted to allow a full-time Employee to write the required examination on completion of a course of study relevant to the profession if the examination is scheduled during working hours or if it would require time off during working hours for travel time to attend the examination. The Employee shall provide the Employer with documentation substantiating the scheduled time of the examination.
- (c) Educational opportunities known to the Employer will be posted at all three Employer sites prior to the registration deadline.

14.12 Prepaid Leave Plan

The Employer agrees to introduce a prepaid 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 the Senior Director of Human Resources and Organizational Development or her 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) Written applications will be reviewed by the Senior Director of Human Resources and Organizational Development or her Designate. Leaves requested for the purpose of pursuing work related professional 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. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of Employees that may be absent at any one time shall not exceed two (2) full-time equivalent Employees per site. The year, for purposes of the program, shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the Employee, the Local Union and the Employer.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to her 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, if any, benefits shall be kept whole during the four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both the Employer and Employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating Employees must continue to contribute to the pension plan based on their full salary (i.e., regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the Employee's pension will be held in suspense, i.e., no contributions can be made.
- (j) Employees will not be eligible to participate in the long term disability plan during the year of leave.

- (k) During the year of 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.
- (l) An Employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months notice is given to the Director of Operations or her Designate. Deferred salary, plus accrued interest, if any, will be returned to the Employee, within a reasonable period of time.
- (m) 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 the case of the Employee's death, the funds will be paid to the Employee's estate.
- (n) 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 her within a reasonable period of time.
- (o) The Employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the prepaid 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 prepaid leave program in accordance with Article 14.12 of the Collective Agreement; and
 - ii) The period of salary deferral and the period for which the leave is requested.

14.13

Storm Leave

- (a) If the office is closed by the CCAC Executive Director or her Designate due to weather conditions preventing the Employee from reporting to the CCAC or causing the Employee to leave the office early, then the Employee shall not suffer a loss of pay for the time lost.
- (b) Where weather conditions are such that an Employee is unable to report to the office, the absence may be charged to annual vacation credits, or compensatory time credits.

ARTICLE 15 – PAID HOLIDAYS

15.01 The Employer agrees to recognize the following paid holidays for all full-time and part-time Employees:

New Years' Day (January 1)	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day (December 25)
Victoria Day	Boxing Day (December 26)
Canada Day (July 1)	

In addition to the foregoing holidays, full and part-time Employees shall be entitled to take two (2) float holidays each calendar year. An Employee will not be permitted to carry over float holidays to the next calendar year. Float holidays will be scheduled at a mutually agreeable time. The Employer will give consideration to allowing an increased number of float holidays scheduled on the last scheduled working day before Christmas and the last scheduled working day before New Year's. An Employee whose employment is terminated for whatever reason during the course of the calendar year will be entitled to the float holidays on a pro-rata basis.

15.02 Casual Employees will receive holiday pay for paid holidays pursuant to the *Employment Standards Act*, as amended

15.03 In order to qualify for holiday pay, the Employee shall work her full scheduled working days immediately preceding and immediately following the paid holiday concerned, unless excused by the Employer or the Employee was absent due to:

- (a) legitimate illness or accident that commenced within a month of the date of the holiday. If the illness commenced on the day immediately preceding or immediately following the holiday, the Employee may be required to provide the Employer with a medical note substantiating the illness or accident;
- (b) vacation granted by the Employer;
- (c) the Employee's regular scheduled day off; or
- (d) an approved paid or unpaid leave of absence.

15.04 An Employee who is scheduled to work on a holiday, but does not work because of illness or injury will receive holiday pay as set out in Article 15.01, but will not receive any sick pay benefits.

15.05 (a) Should a paid holiday fall during a full-time Employee's vacation period she shall receive an additional vacation day with pay. Such additional day will be taken by the Employee at a mutually agreed upon time.

(b) Where a paid holiday falls during a part-time Employee's scheduled vacation period, she shall receive a lieu day with pay to be taken at a mutually agreed upon time.

15.06 For those Employees who normally work a Monday to Friday schedule, if any of the above holidays fall on a Saturday or Sunday, the Employer, in consultation

with the Union, shall establish the weekday(s) observed as the holiday(s) during the week(s) preceding and/or following any of the above holidays. An Employee who works on the weekday observed as the holiday will be paid one and one-half (1½ x) times her regular rate of pay. In addition, she will receive a lieu day off at her regular rate of pay. Such lieu day off will be scheduled at a time mutually agreeable to the Employee and her Client Services Manager or Designate and within sixty (60) calendar days following the holiday.

- 15.07 For those Employees who do not normally work a Monday to Friday schedule, a full-time Employee required to work on any of the holidays as designated in Article 13.01 will be paid one and one-half (1½) times her regular straight time hourly rate of pay. In addition, she will receive a lieu day off at her regular rate of pay. Such lieu day off will be scheduled at a time mutually agreeable to the Employee and her Client Services Manager or Designate and within sixty (60) calendar days following the holiday.

ARTICLE 16 – VACATIONS WITH PAY

16.01 Full-time Employees Only

All full-time Employees shall be granted vacation with pay as follows in each calendar year:

- (a) Less than one (1) years' service – 1.25 days vacation with pay for each completed month of service.
- (b) One (1) year but less than three (3) years service – 3 weeks.
- (c) Three (3) years but less than twelve (12) years service – 4 weeks.
- (d) Twelve (12) years but less than twenty (20) years service – 5 weeks.
- (e) Twenty (20) years but less than twenty-eight (28) years service – 6 weeks.
- (f) Twenty-eight (28) years or more of service – 7 weeks.
- (g) On each of the following anniversary years, the Employee will be provided with five (5) supplemental vacation days to be deposited in her vacation bank:

Thirty (30) year anniversary
 Thirty-five (35) year anniversary
 Forty (40) year anniversary

Note: These five (5) supplemental vacation days are not an additional week of vacation per year. These are days deposited in the Employee's vacation bank to be taken or carried over during the following vacation year(s).

Employees with greater vacation entitlement than identified above as of June 27, 2009 will be grandparented until such time as they have enough service to move to the next entitlement level. The names of those Employees are as follows:

Margaret Bushey – 4.4 weeks or 22 days
 Joy Campbell – 4.6 weeks or 23 days
 Catherine Collard – 4.6 weeks or 23 days
 Christina Clark-Reaume – 4 weeks
 Denise Dedobbeleer – 4 weeks
 Lori Deschesne – 4 weeks
 Cindy Dufault – 4.4 weeks or 22 days
 Becky Dyson – 4 weeks
 Carol Garrod – 4.4 weeks or 22 days
 Marlene Hendrie – 4.4 weeks or 22 days
 Margaret Hope – 4.6 weeks or 23 days
 Kelly Jones – 4.4 weeks or 22 days
 Deborah Lachine – 4 weeks
 Micheline Lacombe – 4 weeks
 Molly Pekar-Faubert – 4.4 weeks or 22 days
 Jennifer Ramboer – 4.4 weeks or 22 days
 Cheryl Somers – 4.4 weeks or 22 days

16.02 Part-time Employees Only

Part-time Employees shall be permitted to take pro-rated paid vacation time off based on equivalent full-time entitlement. Part-time Employees will be permitted to take half (1/2) of the pro-rated vacation entitlement in single vacation days.

16.03 Casual Employees Only

All casual Employees will receive vacation pay, on each pay cheque, based on a percentage of her gross earnings on the following basis:

- Up to 4500 hours worked – 6%
- More than 4500 but less than 18,000 hours worked – 8%
- More than 18,000 but less than 30,000 hours worked – 10%
- More than 30,000 but less than 48,000 hours worked – 12%
- More than 48,000 hours worked – 14%.

16.04 (a) An Employee who leaves the employ of the Employer for any reason shall receive any and all unpaid vacation pay, which has accrued to her to the date of her termination. If vacation has been received by the Employee in excess of the vacation earned by the Employee to the date of termination, there shall be deducted from the salary of the Employee or refunded to the Employer by the Employee, an amount equivalent to the pay for vacation received but unearned.

(b) It is agreed that upon the death of an Employee, the Employer shall pay the balance of any unused vacation entitlement, along with any other monies owed the Employee, to the designated beneficiary of the Employee.

16.05 Full-time and part-time Employees may accumulate credits to the maximum limit set out below:

<u>Yearly Vacation Entitlement</u>	<u>Maximum Allowable Vacation Credit Accumulation</u>
15 working days	30 working days

20 working days	40 working days
25 working days	50 working days
30 working days	60 working days
35 working days	70 working days

The above limits do not include the supplemental vacation days pursuant to Article 16.01 (g).

- 16.06
- (a) The vacation year runs from January 1st to December 31st in each calendar year.
 - (b) Employees will receive notice of their vacation entitlement for the following year on October 1st.
 - (c) Employees shall choose their preference with respect to their vacation period in accordance with seniority, regardless of whether full-time or part-time.
 - (d)
 - i) The vacation process will commence no later than October 7th in each calendar year with Employees making vacation requests in order of seniority. An approved vacation schedule shall be posted by October 31st. Only approved vacation time will show on the posted vacation schedule.
 - ii) Once the vacation schedule has been posted, on November 15th Employees will have a two (2) week period to apply for vacation where the vacation quotas have not been met. All requests will be made in writing by November 30th and all vacation requests during this two (2) week period will be granted on the basis of seniority. A final approved vacation schedule shall be posted by December 15th. Only approved vacation time will show on the posted vacation schedule.
 - iii) Vacations requested outside the above process will be granted on a first come first served basis, regardless of whether the request is for a block of time or a single vacation day(s). Where more than one (1) Employee puts in a request on the same day then seniority will be used to resolve conflicts.
 - (e) Prime time periods for vacation scheduling shall include summer vacation (July and August), March Break and vacations covering the Christmas/New Year's period. For the purpose of clarification, "July and August" include the complete weeks in which July commences and August ends. Vacation during prime time vacation periods will be taken in blocks of time.
 - (f) An Employee will be limited to a maximum of three (3) week's vacation during the prime time period of July and August. For the purpose of clarification, "July and August" include the complete weeks in which July commences and August ends. Additional vacation time may be granted only after all other requests for vacation during the July and August prime time period have been considered.
 - (g) Except as provided in Article 16.08, all vacation requests and entitlements shall be in blocks of time of a week. For the purpose of this sub-article a

“week” is defined as five (5) workdays and two (2) days off from Monday to Sunday in each week.

Part-time Employees, Float Case Managers and Weekend Workers will be entitled to the weekend before and after a scheduled vacation week off. If the vacation selection is made for an already posted schedule, this provision may not apply.

16.07 The following shall apply to all Employees:

- (a) Where an Employee's scheduled vacation is interrupted due to serious illness that negatively impacts her vacation and that commenced prior to and continues into the scheduled vacation, the period of such illness shall be considered sick leave.

The portion of the Employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the Employee's vacation credits.

- (b) Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 14.08.

The portion of the Employee's vacation, which is deemed to be bereavement leave under the above provisions, will not be counted against the Employee's vacation credits.

16.08 (a) The Employer will grant the utilization of single vacation days for full-time Employees up to half (1/2) of their annual entitlement and for part-time Employees pursuant to Article 16.02 (b). Such approval shall not be unreasonably denied. The use of single vacation days by Employees during the summer months of July and August, March Break, and Christmas/New Year's period shall not be granted until all requested blocks of vacation time have been filled.

- (b) Where blocks of vacation time have been scheduled that do not meet the maximum vacation quotas for each day during that week, such days will be offered as single vacation days.

16.09 Vacation quotas to establish the number of Employees off in any given week for each site of the CCAC will be equivalent to fifteen percent (15%) of bargaining unit Employees on staff within each site as of October 1st in each calendar year. Employees hired pursuant to Article 11.05 will not be counted for the purposes of the fifteen percent (15%) identified herein.

16.10 Vacations, once approved, may only be changed by mutual consent of the Manager and the Employee and if rescheduled only to available openings. Such requests shall not be unreasonably denied.

16.11 (a) In the event an Employee is transferred at her request to another site after the vacation schedule has been posted, the Employer shall endeavour to grant her vacation as scheduled. However, the Employer shall not be required to alter vacations already scheduled at that site.

- (b) The Employer will continue to grant approved vacation for an Employee if transferred from one site to another resulting from a reduction of service or a layoff.

16.12 If an Employee terminated her services or if for any reason she will not be taking her posted vacation, regardless of whether a week(s) or single vacation day(s), this vacation time will be posted for ten (10) calendar days as being available and notification of the posting will be sent to all Employees. The vacation will be granted to the Employee having the highest seniority within the site provided she submits her request in writing during the ten (10) calendar day posting period. Where the cancellation of the vacation is less than the above-referenced ten (10) calendar days the notification will be forwarded to all Employees as soon as possible.

ARTICLE 17– HOURS OF WORK

17.01 The regular hours of work for all full-time Employees will be:

- (a)
 - i) Seven and one-half (7½) hours per day, inclusive of two (2) fifteen (15) minute paid breaks and exclusive of a one-half (½) hour unpaid meal period.
 - ii) Seventy-five (75) hours per two week period.
- (b) Employees may request and may be granted a one (1) hour unpaid meal break. The extended one-half (1/2) hour to be worked will be added to the beginning or end of a scheduled shift as designated by the Employee.

17.02 There shall be no split shifts.

- 17.03
- (a) The normal daily tour shall be from 0830 to 1630 hours. Agreed upon tours outside the normal daily tour are identified in Appendix “C”.
 - (b) The Employer will not schedule tours outside those identified in (i) or Appendix “C”. Where the Employer wishes to introduce tours outside the normal daily hours, they will notify and meet with the Union to negotiate all parameters related to the alternate tours.
 - (c) The introduction or discontinuation of extended tours will be subject to negotiations between the parties.

- 17.04
- (a) All time worked in excess of seventy-five (75) hours in any bi-weekly pay period, will be paid at the overtime premium of one and one-half (1½) times the Employee’s regular straight time hourly rate, which overtime premium shall be compensated by mutual agreement of the Employee and the Employer, by either:
 - i) Payment of overtime premium at the rate of one and one-half (1½) times the Employee’s regular straight time hourly rate of pay for the time so worked; or
 - ii) Lieu time off at the rate of one and one-half (1½) times the time so worked. Lieu time off may be banked to a maximum of thirty-seven and a half (37.5) hours. This time off must be used by

December 31st of each year or it will be paid out. With the consent of her Client Service Manager the Employee may carry the lieu time accumulated over for a period of one (1) month to January 31st of the following year. This time off will be scheduled at a time mutually agreed upon by the Employee and her Client Services Manager or designate. Requests for time off in excess of three point seven five (3.75) hours will form part of the vacation quotas outlined in Article 16.09 of this Agreement.

- (b) Where a Employee is required to work on a paid holiday or on a tour that is paid at the rate of time and one-half (1½x) the Employee's regular straight time hourly rate, and the Employee is required to work additional hours following her full tour on that day, such Employee shall be paid two times (2x) her regular straight time hourly rate for such additional hours worked.

17.05 Work in excess of the hours worked in Article 17.01 (a) may be pre or post-authorized by the Employee's Client Services Manager or her Designate. Employees will request preauthorization of overtime where feasible. Also where feasible, the Employer may reschedule some of the day's case load to other Case Managers or to other days so as to avoid overtime. Authorization of overtime pay will not be unreasonably denied.

17.06 An Employee required to work more than three (3) hours overtime shall be allowed a one-half (½) hour meal break with pay. An Employee shall be allowed to take an additional paid fifteen (15) minute break for each additional three (3) hours of overtime worked.

17.07 An Employee who reports for work as scheduled, or an Employee called in to work outside her regularly scheduled hours shall receive a minimum of four (4) hours pay at her regular straight time hourly rate.

17.08 Schedules

- (a) Schedules for all full-time and part-time Employees in all positions will be posted six (6) weeks in advance covering a six (6) week period. Schedules will be posted on the intranet and will be printable. All changes to the posted schedule will be made on the intranet within forty-eight (48) hours of the change being made, exclusive of weekends and paid holidays, and with an identified revision date.
- (b) Posted schedules will not be changed without the expressed agreement of the Employee involved. This does not apply to a partial or single shift reassignment pursuant to Article 17.09 (f).
- (c) Schedules will be printable for all Employees.
- (d) Notification of Employees working call-in shifts will be made know on the intranet schedule with a symbol or in a manner recognized in the legend.
- (e) Requests for specific days off prior to the posted schedule are to be submitted in writing to the Client Services Manager or designate. Such request shall not be unreasonably denied. Employees shall not be obligated to secure their replacement as a condition of approval of time off.

- (f) Once the schedule is posted, Employees may mutually agree to change scheduled shifts with each other so long as all shifts are covered. Such mutual changes to the posted schedule shall not result in any overtime costs to the Employer.

17.09 Scheduling Provisions (Note: All scheduling is per site.)

(a) Full-time Scheduling:

- i) Unless addressed elsewhere in the collective agreement full-time Employees will be scheduled to work Monday to Friday in the area of assignment for their posted position. This provision does not apply to full-time float case managers.
- ii) Full-time Employees will not be scheduled to work weekends unless they agree to do so. Should the Employer wish to introduce the scheduling of weekend work for Full-time Employees they must provide no less than six (6) months notice to the Union. Weekend scheduling will not occur until all scheduling provisions related to weekend scheduling have been agreed to between the parties.

(b) Part-time Commitment:

- i) Part-time Employees as defined under Article 3.01 will make the commitment to make themselves available for an average of five (5) scheduled tours biweekly and a maximum of three (3) weekends out of six (6) in each posted six (6) week schedule, unless the part-time Employee indicates in writing to the Employer her agreement to work extra weekends. This commitment does not in any way constitute a guarantee of hours from the Employer and is subject to the availability of scheduled work.
- ii) The following part-time Employees will be scheduled as per their part-time position as of July 1, 2007 for as long as they work in that position, and will not be required to be scheduled to work weekends unless they agree to do so in writing:
- Jennifer Glover – Case Manager, Oncology (Sarnia site) – six (6) tours per pay period;
 - Amy Hacker – Hospital Case Manager (Sarnia site) – six (6) tours per pay period;

(c) Part-time scheduling provisions:

- i) All part-time Employees will be scheduled by seniority, to a maximum of five (5) tours or 37.5 hours biweekly.
- ii) If there are still tours to be scheduled after the procedure in (c) i) above, such tours will be distributed on a tour by tour basis to all part-time Employees, including part-time Employees in a job sharing arrangement, on the basis of rotating seniority.

- iii) Where a part-time Employee does not want to be scheduled tours over and above the minimum part-time commitment, or where a part-time Employee wants a limited number of tours over and above the minimum part-time commitment, she will indicate this in writing to her Client Services Manager.
 - iv) Additional tours will be scheduled according to the following:
 - A) Where absences of less than ninety (90) calendar days are replaced, they will be scheduled from a list based on bargaining unit seniority;
 - B) Absences of ninety (90) calendar days or more, and all pregnancy/parental leaves, will be posted and filled according to the provisions of the Collective Agreement;
 - C) If additional tours become available after the schedule has been posted, these tours will be first offered to part-time Employees who have not yet been scheduled for either five (5) tours or 37.5 hours bi-weekly in order of seniority, after which the tours will be offered by rotating seniority to all part-time Employees already scheduled for five (5) tours or 37.5 hours bi-weekly, including part-time Employees in a job-sharing arrangement.
 - D) All available hours of work will be offered to part-time Employees prior to utilizing casual Employees, unless premium pay results.
 - v) All part-time Employees must fulfill their weekend obligations.
 - vi) When a part-time Employee wishes to take time off for any reason during a period where they already have been scheduled to work one (1) or more tours, the part-time Employee is responsible for finding a replacement for the scheduled tours to be missed by the Employee.
- (d) Premium Pay Tour Scheduling:
- i) Where part-time Employees have already been scheduled or offered to work five (5) tours [thirty-seven and one-half (37.5) hours] in a given work week, and additional tours become available which will result in premium pay and no casual Employee is available to work at straight time, such tours are to be offered to full-time and part-time Employees [already scheduled five (5) tours or thirty-seven and one-half (37.5)] on the basis of rotating seniority based on an integrated list of full-time and part-time Employees.
 - ii) Additional tours that become available on a paid holiday will be offered to part-time Employees who have not been scheduled for thirty-seven and a half (37.5) hours during the week in which the paid holiday falls prior to being offered to full-time and part-time Employees already scheduled to work thirty-seven and a half (37.5) hours in the week in which the paid holiday falls on the

basis of rotating seniority based on an integrated list of full-time and part-time Employees.

- (e) General Scheduling Provisions:
- i) Full-time Float Case Manager and all part-time Employees, other than job-sharing part-time Employees and those Part-time Employees identified in Article 17.09 (b) ii), will be scheduled where needed by the Employer.
 - ii) There shall be no split tours.
 - iii) No days off will be split by a single scheduled tour unless expressly agreed to by the Full-time Float Case Manager, in writing.
 - iv) Where feasible, seniority will be used to honour requests for days off or scheduling preferences related to programs.
 - v) Employees who do not want to be scheduled or called in to work outside their minimum commitment must put their desire not to be called in writing to their Client Services Manager and a copy will be provided to the Bargaining Unit President.
 - vi) Scheduling must allow for a minimum of eleven (11) hours off between tours of duty unless a lesser period of time is agreed to by the Employee, in writing.
 - vii)
 - A) Part-time Employees will not be required to work more than five (5) consecutive tours in a row. Premium pay will be paid for all hours worked on the sixth (6th) and each subsequent tour until a day off is received.
 - B) Where an Employee wishes to be scheduled for more than five (5) tours in a row, she is to put her request to the Employer in writing and premium pay provisions will not apply provided it does not result in an Employee working more than seventy-five (75) hours in a pay period in which case the Employee will receive premium pay for all hours of work over seventy-five (75).
 - viii) Process for Offering Additional Tours under 17.09 (c) iv) C) or 17.09 (d) above:
 - A) Offers to fill an additional tour or tours that will occur within three (3) days will be made on a shift by shift basis and will be awarded on a first reply basis.
 - B) Offers to fill an additional tour or tours that will occur beyond three (3) days will be made on a shift by shift basis and will be given a forty-eight (48) hour response time prior to the next person's reply being accepted.
 - ix) In the event that the Client Services Manager is notified of a need to fill a tour, outside of regular working hours, and when she does

not have access to scheduling lists, offering of tours on a rotating seniority basis may not be possible. If a tour is offered under these circumstances, Employees who would have normally received an offer to work the added tour will be offered a tour at the next available opportunity.

(f) Reassignment of Staff

Where the Employer determines that an Employee must be reassigned for a partial or single scheduled shift, the following will apply:

- i) Employees will be asked for a volunteer to be reassigned and the most senior volunteer will be reassigned.
- ii) Where there are no volunteers, the least senior casual Employee scheduled to work will be reassigned.
- iii) Where there are no casual Employees, the least senior part-time Employee working on the shift will be reassigned.
- iv) Where there are no part-time Employees, the least senior full-time float case manager working on the shift will be reassigned.
- v) Where there are no full-time float case managers, the least senior part-time Employee working in a job share arrangement working on the shift will be reassigned.
- vi) Where there are no part-time in a job share arrangement, the least senior full-time Employee working on the shift will be reassigned.

Employees will not be reassigned until they have completed their orientation.

17.10

Job-Sharing

Job-sharing is defined as an arrangement whereby two (2) Employees equally share hours of work of what would otherwise be one (1) full-time position. The Employees working as job-sharers shall be classified as regular part-time and will be covered by this Collective Agreement and by the following:

- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis. The Employer, in consultation with the Union shall determine the suitability and number of job sharing positions. The Employer will respond to requests in writing within a two (2) week period.
- (b) Any incumbent full-time Employee wishing to share her position may do so without having her half of the job posted. The other half of the job-sharing position will be posted.
- (c) Total hours worked by the job-sharers shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) Employees and the Client Services Manager, or her designate. If the Employees are unable to reach mutual agreement, the Client Services Manager, or her designate will determine the Employees' schedules.

- (d) It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Client Services Manager/designate must be notified to book coverage.
- (e) Job-sharers may cover each other's absences or vacations, if the Employer decides to replace the absence or vacation. In the case of prolonged or extended absences job-sharers will be given first opportunity to cover for their partners. Where part-time Employees in a job-sharing arrangement cover for each other's vacation, they will not be counted in any vacation quotas.
- (f) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining Employee will maintain their part-time status and will elect to take a vacant part-time position that has been posted pursuant to Article 12.02 and remains unfilled or will be scheduled pursuant to the scheduling provisions in Article 17.09. The shared position would then revert to a full-time position and be posted in accordance with Article 12.02.
- (g)
 - i) Discontinuation
 Either party may discontinue a job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
 - ii) Where a job-sharing arrangement is discontinued under (i) above, the position must revert to a full-time position. The Employees in the job-shared position will maintain their part-time status and will be governed by the scheduling provisions in Article 17.09. The shared position would then revert to a full-time position and be posted in accordance with Article 12.02.
- (h) Employees in a job-sharing arrangement who are not scheduled to work on a Designated Holiday as defined in Article 15, shall receive an equivalent day off with pay which can be taken within thirty (30) days either prior to or following such holiday.

17.11 Full-time Float Case Managers

All provisions contained in the Collective Agreement for full-time Employees will apply in their entirety to full-time Float Case Managers (FCM) unless expressly amended below.

- (a) Hours of work will be ten (10) shifts per pay period. These hours will be scheduled in accordance with Article 15.01(a) of the Collective Agreement. Routine scheduling of full-time FCMs may include Statutory Holidays. Any FCM working a Statutory Holiday will be paid pursuant to the provisions of Article 13. All scheduling provisions that apply to part-time staff, in Article 15.07 (b), specifically items (x), (xi), and (xii), apply to the FCMs.

- (b) The FCM schedule will be posted six (6) weeks in advance and will cover a six (6) week period.
- (c) The FCM will be required to work a maximum of three (3) weekends out of six (6) in each posted schedule. Where a FCM is required to work on a fourth (4th) consecutive weekend, she will receive premium pay for all hours worked the fourth (4th) weekend and each subsequent consecutive weekend until a weekend off is received.
- (d) Vacation requests made at the time of selection according to Article 14.04 (a), (b) and (c) will entitle the FCM to the weekends off prior to and following a vacation week off. If the vacation selection is made for an already posted schedule, this provision may not apply.
- (e) The FCM will be scheduled where and as needed by the Employer, provided she has been previously oriented to the area.
- (f) The FCM will be permitted to exchange scheduled shifts with other full-time and part-time Case Managers. Such changes will not result in premium pay. Requests for change in posted time schedules must be submitted for consent, in writing and co-signed by the other Case Manager participating in the change.
- (g) The FCM is not to be scheduled more than five (5) consecutive shifts. Premium pay will be paid for all hours worked on the sixth (6th) and each subsequent shift until a day off is received. Where the FCM wishes to be scheduled for more than five (5) consecutive shifts, she is to put her request to the Employer in writing and premium pay provisions will not apply provided it does not result in an Employee working more than seventy-five (75) hours in a pay period in which case the FCM will receive premium pay for all hours of work over seventy-five (75).
- (h) The scheduling of paid holidays off within a calendar year will be divided equally among the FCMs, where there are no scheduled weekend Case Managers. The Employer will endeavour to schedule FCMs to work a holiday that falls on a weekend when they are otherwise scheduled to work.

FCMs will not be scheduled to work both Christmas Day and New Year's Day in any Christmas/New Year holiday period. Where staffing permits some FCMs to be off both Christmas Day and New Year's Day, the scheduling of both holidays off shall be rotated from year to year among all of the FCMs.

ARTICLE 18 – BENEFITS

18.01 O.H.I.P.

The Employer agrees to contribute one hundred percent (100%) of the billed premiums under the Ontario Health Insurance Plan for each eligible Employee in the active employ of the Employer through the payroll health care tax.

18.02 Pension Plan

The Employer shall provide coverage under the Hospitals of Ontario Pension Plan (HOOPP) for all Employees. New Employees and Employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with the terms and conditions of the Plan. Employees will be provided written notification upon being eligible for enrolment in the Plan. The contributions of the Employer and the Employee with respect to the foregoing shall be subject to the terms and conditions of the Plan.

18.03 The Employer agrees to pay one hundred percent (100%) of the billed premiums toward single/family coverage (dependant coverage to dependant children in school, college, or university up to age 25 years) of Employees in the active employ of the Employer, including Employees over the age of sixty-five (65) years, for the following benefits:

Hospitalization

The Employer agrees to pay 100% of the billed premiums toward Semi-Private Hospital coverage.

Extended Health Care

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Extended Health Care Benefits, including but not limited to the following minimum coverage:

1. Pay direct drug plan, \$5.00 co-payment. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent to the generic version of the drug unless there is a documented adverse reaction to the generic drug or the beneficiary's doctor stipulated that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.
2. Massage Therapy, Physiotherapy, and Chiropractor - \$350.00 per participant per calendar year per service with no limitations on reimbursement per visit;
3. Hearing Aids - \$500.00 per hearing aid every five (5) years;
4. Out of Province – coverage for ninety (90) days; \$1,000,000.00 maximum coverage.
5. Vision Care, with a maximum of three hundred dollars (\$300) every twenty-four (24) months for corrective lens, laser surgery or other surgical corrective procedures per participant. The cost of an eye exam every twenty-four (24) months per participant will be reimbursed up to a maximum of \$100.00.
6. Private Duty Nursing – maximum of \$10,000.00 per calendar year for the services of an RN or RPN in the home on a full or part shift basis.

Dental Plan

The Employer agrees to contribute ninety percent (90%) of the billed premium for a dental plan based on current Ontario Dental Association rates, including but not limited to the following minimum coverage:

1. Basic services to include recall every nine (9) months, no limitations on reimbursement per calendar year.
2. Comprehensive basic services to include endodontic, periodontal and denture service coverage at 80/20 co-insurance to \$1,500.00 maximum per person annually.
3. Major restorative services to include dentures, crowns, crown restoration and repair, and bridges at 80/20 co-insurance to \$1,500.00 maximum per person annually.
4. Orthodontic coverage at 50/50 co-insurance to \$1,500.00 maximum per insured lifetime.

Group Life Insurance

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Group Life Insurance coverage (including Accidental Death and Dismemberment) to a maximum of two (2) times the annual salary of the Employee rounded up to the next \$1,000 for each Employee. In consideration of the insurance provided, the Employer will retain the Employee's share of any reduction in Employment Insurance premiums.

18.04

Part-time Employee Options

Part-time Employees who work thirty-seven and one-half (37.5) hours or more biweekly on a regular basis are eligible to choose to participate in the benefit plans identified in 18.03 and 19.02 on a pro-rated basis as outlined below, or in the alternative may choose to receive a percentage in lieu of benefits as outlined below. The part-time Employee will provide the Employer with written documentation of which option they have chosen. Once the part-time Employee has elected to receive a percentage in lieu of benefits, she cannot alter her selection to receive pro-rated benefits unless she has experienced a life changing event. In this regard, the Employer will require the Employee to sign a waiver, confirming her intention to waive her right to receive pro-rata benefits.

1. Pro-rata benefits:

Each quarter, the Employer will compute the pro-rated amount applicable to all part-time Employees who have elected to receive benefits under this provision based on paid hours on the presumption that 100% = 487.5 (1/4 of 1950). The Employer will pay that proportion of the premiums of those health benefits identified in Article 18.03 (single or family) and 19.02 normally payable on behalf of a full-time Employee.

2. Percentage in lieu of benefits:

Each part-time Employee will receive twelve percent (12%) of her gross bi-weekly earnings in lieu of all other health and welfare benefits,

including long-term disability and sick leave benefits. If the Employee is eligible for membership and chooses to belong to the Hospitals of Ontario Pension Plan (HOOPP), she will receive eight percent (8%) of her gross bi-weekly earnings in lieu of all other health and welfare benefits.

- 18.05 Casual Employees will receive six percent (6%) in lieu of benefits on gross earnings. Casual Employees who are enrolled in the pension plan will receive two percent (2%) on gross earnings in lieu of benefits. Gross earnings do not include vacation pay.
- 18.06 “Active employ” excludes absences without pay from the CCAC in excess of thirty (30) consecutive calendar days. An Employee on such leave of absence shall be responsible for full payment of the premium for any subsidized Employee benefits in which she is entitled to participate for the period of absence in excess of thirty (30) consecutive calendar days. The Employee may arrange with the Employer to pre-pay the full premium of any applicable subsidized benefit during the period of leave to ensure her continuing coverage subject to the approval of the carrier. Failure to provide post-dated cheques will result in benefits being cancelled.
- 18.07 In the case of unpaid leaves of absence because of pregnancy or parental leave, or when an Employee is in receipt of LTD Benefits, the Employer will continue to pay its share of the subsidized Employee benefits for a maximum of two (2) years, unless the Employee indicates in writing that she does not wish to continue her participation in the benefit plans.
- 18.08 (a) The Employer shall provide each Employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 18.03. Upon request, the Employer will provide the master benefit plans to the Union.
- (b) The Employer shall notify the Union of the names(s) of the carrier(s) that provide the benefit plans defined in Article 18. The Employer shall also provide the Union with a copy of all current information booklets provided to the Employees.
- 18.09 There shall be no change to the level of benefits provided under Article 18.03 during the period of the Collective Agreement. The Employer may substitute another Carrier for the benefit plans identified in Article 18.03 provided that the benefit levels under Article 18.03 are maintained and the total benefits conferred by the benefit plans are not decreased. The Union shall be advised ninety (90) days in advance of the change in carrier. The Union will be provided with a copy of the new Master Policy for the benefit plan once received by the Employer.
- 18.10 Retirement Benefits
- (a) The Employer shall pay fifty percent (50%) of the billed premium costs for the benefits listed in this Article for an Employee who meets the following qualifications:
- i) The Employee retires between the ages of 55 and 65, and
- ii) The Employee has worked a minimum of ten (10) years of equivalent full-time service (1950 hours equals 1 year of

equivalent full-time service for part-time Employees) immediately prior to her retirement; and

- iii) On her retirement date, the Employee is enrolled in the benefit plan for which she is seeking coverage (single/family) pursuant to Article 18.03 and has been enrolled for the five (5) years immediately prior to said retirement date.
- (b) The Employer shall pay fifty percent (50%) of the billed premiums for life insurance coverage in the amount of \$25,000.00, which shall exclude Accidental Death and Dismemberment and Disability Coverage, such payment shall cease when the retiree reaches the age of 65, or until the retiree's death whichever comes first.
- (c) The Employer shall pay fifty percent (50%) of the billed premiums for drugs, vision and physiotherapy as provided under Article 18 to which the retiree may be entitled until the retiree reaches the age of 65, or until the retiree's death whichever comes first. The benefits are subject to change subsequent to retirement. However, these benefits shall be consistent with that of those Employees who are working.
- (d) Notwithstanding the above, the following Employees will receive retiree benefits, premiums paid 100% by the Employer, based on the eligibility identified in Article 14.10 of the Chatham site provisions contained in the PSLRTA agreement signed between ONA and the Erie St. Clair CCAC dated July 4, 2007:

Barbara Jaruga
 Gail Ainslie
 Janet Harwood
 Mary Garbutt
 Candace Hitchcock
 Ruth Duffy
 Cecile Rumiel
 Margaret Pope

And any other Employees who are currently in receipt of said benefits.

- (e) If a retiree shared premium costs with the Employer prior to retirement, the retiree shall be required to continue to remit her portion of the premium for continued coverage. The Employees who are sharing in the cost of premiums on her retirement date shall continue to contribute in the same proportion while a retiree and such contribution shall be received no later than the 25th day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the retiree's participation shall be terminated forthwith.

ARTICLE 19 – SICK LEAVE / LTD

19.01 Sick Leave Provisions

- (a) Sick leave means the period of time a full-time or part-time Employee is absent from work with full pay by virtue of being sick or disabled.

- (b) Sick leave shall be earned by full-time Employees on the basis of one and one-half (1½) days per month. Part-time Employees who have elected to receive pro-rata benefits shall accumulate sick leave on a pro-rata basis each month based on their position. Employees shall be entitled to an accrual of their entire unused portion of accumulated sick leave benefits earned year to year for their future use.
- (c) Where an Employee is absent from work due to legitimate personal illness, she shall be paid her regular straight time earnings for her regularly scheduled hours to the extent of her credits in her sick leave bank. An Employee who becomes entitled to payment under the Long Term Disability Plan shall have her entitlement to payment from the sick leave accumulation suspended while receiving payments under the Plan.
- (d) A record of all unused sick leave will be kept by the Employer. An Employee may review the records of the Employer at any reasonable time as to her sick leave and verify that the accumulated sick leave is correct.
- (e) An Employee shall be entitled, after notifying her Client Services Manager or designate, in advance, to use accumulated sick leave to keep an appointment with the doctor or dentist or other recognized medical specialist for herself. Such time will be accumulated and deducted from the Employee's sick leave credits.
- (f) If an Employee is on leave of absence without pay, there shall be deducted from the current monthly sick leave entitlement, one-half (½) day sick leave for each seven (7) days absence from work during any calendar month, or the entire sick leave entitlement in the event of absence during an entire calendar month. There shall be no further accrual of sick leave credits for any Employee while absent from work because of illness after the first four (4) months of such absence.
- (g) An Employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of five (5) working days, certifying that such Employee is unable to carry out her duties due to illness. If the Employer requires the Employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

19.02 Long Term Disability Benefits

- (a) Full-time Employees and part-time Employees receiving pro-rata benefits are required to participate in the Employer's Long-Term Disability Plan, subject to its terms and conditions on the basis of 100% Employer paid premiums.
- (b) The waiting period for long term disability benefits shall be seventeen (17) weeks or 119 days and the benefit level shall be sixty percent (60%) of earnings.
- (c) The Employer shall continue to pay the premiums for all benefits under Article 18 for Employees on long term disability leave for a maximum of twenty-four (24) months. After twenty-four (24) months, the Employee may continue to participate in the benefits plans provided they pay 100% of the premiums.

- (d) The Employer will provide the Union and each Employee with a full copy of the Long-Term Disability Plan and with updated pages as they are revised.
- (e) The Employer may substitute another carrier for the Long-Term Disability Plan provided the level of benefits is not decreased in any way. The Union and all Employees will be notified of any changes to the benefit carrier and will be provided a copy of the new Long Term Disability Plan with a listing of any and all changes made to the Plan.

ARTICLE 20 – WORKPLACE SAFETY AND INSURANCE BOARD

- 20.01 The Employer shall apply for and provide coverage for all bargaining unit Employees under the Workplace Safety and Insurance Act through the Workplace Safety and Insurance Board (WSIB).
- 20.02 If an Employee suffers a compensable injury while at work:
- (a) She shall report same to the Human Resources Department or Client Services Manager as soon as possible;
 - (b) The Employer will pay the balance of the work day;
 - (c) Employees who are awaiting approval of WSIB benefits, have the option to continue to receive full salary by using their accumulated sick leave credits until such time as a determination is made related to their claim for WSIB benefits. Once the Employee's WSIB claim is approved, she will assign to the Employer all monies received from WSIB and her sick leave bank will be made whole to the extent covered by the WSIB benefits. It is understood the monies received from WSIB will not cover 100% of the sick leave benefits paid.
- 20.03 The Employer shall continue to pay its share of the premiums for all benefits under Article 18 for Employees on WSIB for a period of twenty-four (24) months from the date of injury in accordance with the *Workplace Safety and Insurance Act*.

ARTICLE 21 – MISCELLANEOUS

- 21.01 A copy of this Agreement, in a mutually agreed upon form, will be issued to each Employee now employed and as employed. The cost of printing this Agreement shall be shared equally between the Union and the Employer. Sufficient copies of this Agreement shall be distributed within thirty (30) days of signing.
- 21.02 (a) The Employer will provide space on a bulletin board in all sites of the Erie St. Clair CCAC which may be used by the Union for posting official notices of Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that it deems to be adverse to its interests.

- (b) The Employer will provide the Union with a locked filing cabinet at each site of the Erie St. Clair CCAC for use by the Bargaining Unit Representatives.
- 21.03 Employees recalled from layoff under Article 13.05 and Employees whose probationary period has been extended under Article 11.02 may be provided any orientation determined necessary by the Employer. A request by such an Employee for orientation shall not be unreasonably denied.
- 21.04 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide Employees with opportunities to attend such programs during their regularly scheduled working hours.
- 21.05 (a) When an Employee is on duty and authorized to attend any in-service program during her regularly scheduled working hours, she shall suffer no loss in regular pay.
- (b) Employees will be permitted to attend in-service education sessions, team meetings, and all staff meetings during hours for which they are not scheduled to work. Where Employees attend such in-service or team/staff meetings, they will be paid for all hours in attendance at their straight time hourly rate of pay.
- 21.06 (a) Employees required to attend education, in-service or meetings that are mandatory shall be paid at their regular rate of pay for all time required to attend and travel to and from the location of such education, in-service or meeting. Employees shall also be reimbursed for any accommodation and meal expenses in accordance with the Employer's policies.
- (b) Employees who are requested by the Employer to attend education, in-service or meetings that are not mandatory shall suffer no loss in regular pay and shall be reimbursed for any registration costs associated with such education, in-service or meetings. Accommodation, meal and travel costs may be reimbursed at the discretion of the Employer.
- 21.07 It shall be the duty of the Employee to notify the Employer in writing promptly of any change in address or phone number. If an Employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such Employee.
- 21.08 (a) The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of the Employees within the bargaining unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the Employees and to consider practical ways and means of minimizing the adverse effect, if any, on the Employees concerned.

- (c) Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provision of Article 13 will apply.

- 21.09 Where computers are introduced in the workplace and Employees are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the Employees involved.
- 21.10 Within two (2) weeks following an Employee's termination of employment, the Employer will provide her with a letter detailing her years of experience in the employment agency. In the case of part-time Employees, such experience shall be expressed as hours worked.
- 21.11 Prior to implementing new policies which affect bargaining unit Employees, and prior to effecting any changes in existing rules or policies which affect bargaining unit Employees, the Employer will notify the Union of any new or changed policies and provide the Union with copies of same. New or changed policies will be a standing item on all Union-Management committee agendas.
- 21.12 New Employees must provide a valid police clearance at the time of hire at their own expense. Any Employees who transfer to a School Health Program or any other similar program shall be required to provide a valid updated police clearance at the Employer's expense before the transfer.
- 21.13 Each Employee shall hold a valid current certificate of registration, as required by the *Regulated Health Professions Act 1991*, as amended, and shall, upon request of the Senior Director of Human Resources and Organizational Development or her designate, make available such certificate of registration for examination purposes only, unless the Employer uses an applicable College's automated registration process. Each Employee agrees to provide her registration number to the Employer upon hiring.

ARTICLE 22 – COMPENSATION

- 22.01 Employees shall be compensated for their services in accordance with Schedule "A" which is attached and forms part of the Collective Agreement.

22.02 **Previous Experience Credit**

For the purposes of initial placement on the wage grid of a newly hired Employee, such Employee may make a claim in writing for recognition of recent related professional experience and shall submit verification of same. No review shall be given for experience of less than six (6) months duration, nor where the Employee has not been actively employed in their related professional capacity within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience and, where such experience is acceptable, shall place the Employee on the wage grid based on one (1) increment level for each year of experience (part-time experience will be calculated pursuant to the formula set out in Article 11.04) up to the maximum level of the salary grid.

Effective June 27, 2009 all current Employees who received "Previous Experience Credit" under a prior Collective Agreement will have their positions on the salary grid adjusted, up to the maximum level of the salary grid, based on the previous experience provided at the time of hire. For clarity, such placement shall be on the basis of one (1) increment level for each year of experience up to the maximum level of the salary grid. There shall be no retroactive pay associated with this salary adjustment except to the date of ratification.

- 22.03 (a) 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, or where an Employee alleges she has been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer will 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 of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step 2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the CCAC and duties and responsibilities involved.

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

- (b) If an Employee becomes disabled with the result that she is unable to carry out the regular functions of her position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continued employment.

22.04 Stand-by Provisions

- (a) An Employee who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour, for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in Article 15, the Employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay, however, shall cease where an Employee is called in to work and works during the period of standby.

Where an Employee is called back from standby, she will receive one and one-half (1½) times her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at her regular straight time hourly rate.

- (b) The Employer will pay for all time spent on telephone calls by an Employee on standby that requires documentation of service, actions

taken and advice given, at time and one-half (1½) the Employee's straight time hourly rate. The minimum payment for a telephone call will be one-half (½) hour paid at the rate of time and one-half (1 ½), i.e. 45 minutes, paid in increments of one-half (½) hour at the Employee's current wage rate and shall be considered compensation for all subsequent calls within that one-half (½) hour. It is understood that the stand-by premium, referred to in 22.04 (a) above, for the time paid will be waived.

- (c) The Employer will not institute stand-by scheduling without notice to the Union. Once notice is received the parties will meet to negotiate all scheduling provisions. The scheduling of stand-by will not commence prior to an agreement being signed.

22.05 Shift Premium

A shift premium of one dollar and fifty-five cents (\$1.55) per hour will be paid for all hours worked between 1630 and 0800 hours.

22.06 Weekend Premium

An Employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

22.07 Responsibility Pay

An hourly premium of one dollar (\$1.00) will be paid to an Employee when she is assigned the task of providing orientation by the scheduler.

22.08 Use of Automobile

- (a) Each Employee will record her work mileage daily in accordance with the Employer's policy and submit it to the Accounts Payable Department for payment on a monthly basis.

Effective June 27, 2009 the Employer will pay each Employee who submits a work mileage record forty-eight cents (48¢) per kilometre.

Effective April 1, 2010, the Employer will pay each Employee who submits a work mileage record forty-nine cents (49¢) per kilometre.

- (b) When an Employee travels to a client's home or attends a meeting at the start of the work day, the Employee will be reimbursed for any additional mileage in excess of mileage incurred to drive to work.

Example: Home to office = 5 Km
Home to first visit or meeting = 15 Km
Allowable mileage to be submitted = 10 Km

- (c) When an Employee has left the office to visit a client or attend a meeting and proceeds home directly from the location, the Employee will be reimbursed for any additional mileage incurred in excess of mileage incurred to drive from work to home.

Example: Last client or meeting to home = 15 Km
Office to home = 5 Km

Allowable mileage to be submitted = 10 Km

- (d) When an Employee does not report to the office but attends a client's home or meeting during the work day, mileage incurred for business purposes would be reimbursed in full by the Employer.
- (e) The Employer agrees to provide paid parking to Employees engaged in conducting CCAC business where a receipt for the expense(s) is provided by the Employee.
- (f) An Employee accepting a position in another municipality pursuant to the job posting provisions of this Agreement or displacing a junior Employee in another municipality pursuant to the layoff provisions of this Agreement will not be entitled to mileage and/or travel time while traveling to and from their residence to their new work location.

ARTICLE 23 – DURATION OF AGREEMENT

- 23.01 This Agreement shall be binding and shall continue in effect until March 31, 2011 and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing of its desires to revise or amend this Agreement.
- 23.02 Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice to the other party of its desire to revise or amend the Agreement.
- 23.03 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lock out occurs, whichever occurs first.

ARTICLE 24 – RETROACTIVITY

- 24.01 Wages shall be retroactive to April 1, 2009 and all Employees who receive any such payments from that date shall receive such retroactive amounts as appropriate unless otherwise stipulated in this Agreement. A separate cheque will be provided to the Employees four (4) weeks after ratification by both parties. For those no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Union. Only those former Employees who apply within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

Employees will be permitted to arrange for retroactive payments to be deposited to an RRSP with documentation provided from their financial institution. Where this option is chosen it is recognized that the payment may not be made within the four (4) week period referenced above however will be done as soon as possible once documentation is provided.

DATED this 21st day of September, 2009.

FOR THE EMPLOYER:

Kelly [Signature]
[Signature]
[Signature] Counsel
[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer
[Signature]

SCHEDULE "A"**SALARY SCHEDULE**

Case Managers		Case Managers	
<u>Level</u>	<u>Effective April 1, 2009</u>	<u>Level</u>	<u>Effective April 1, 2010</u>
1	\$30.85	1	\$31.78
2	\$32.31	2	\$33.28
3	\$34.13	3	\$35.15
4	\$35.96	4	\$37.04
5	\$37.81	5	\$38.94
6	\$40.49	6	\$41.70

Education Facilitator and Wound Care Specialist		Education Facilitator and Wound Care Specialist	
<u>Level</u>	<u>Effective April 1, 2009</u>	<u>Level</u>	<u>Effective April 1, 2010</u>
1	\$31.78	1	\$32.73
2	\$33.28	2	\$34.27
3	\$35.15	3	\$36.21
4	\$37.04	4	\$38.15
5	\$38.94	5	\$40.11
6	\$41.70	6	\$42.95

Full-time:

Each full-time Employee will be advanced from her/his present level to the next level set out in the Schedule "A", twelve (12) months after she was last advanced on her service review date. If an Employee's absence without pay (excluding absences on WSIB and LTD) from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Part-time:

A part-time or casual Employee will be advanced from her present level on the Salary Schedule to the next level on the Salary Schedule after obtaining one (1) year's service credit calculated in accordance with the provisions of Article 11.04.

SCHEDULE "B"

ACKNOWLEDGEMENT AND AUTHORIZATION RE VACATION

TO: Senior Director of Human Resources and Organizational Development

I, _____, hereby acknowledge that I am receiving _____ days of vacation prior to my entitlement under the Collective Agreement. These _____ days vacation are to be taken in the month of _____ and are to be charged against my vacation credits as I become entitled to such credits in accordance with Article 16.

In the event that I do not become entitled to sufficient vacation credits to cover my vacation days taken, I hereby authorize, in accordance with the *Employment Standards Act, 2000* and regulations thereto, specifically S.O. 2000, c. 41, Section 13 and amendments thereto, the Employer to set off against monies owed to me, for wages or otherwise, all vacation credits taken in excess of my entitlement.

Date _____

Date _____

For the Union:

The Employee:

Position: _____

SCHEDULE "C"**LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE – CHAIRPERSONS****Kathryn Desai**

Director, Strategy & Development
CCAC Ottawa
4200 Labelle St.
Ottawa, Ontario
K1J 1J8
613-745-5525 Ext 5998
1-800-538-0520
Fax: 613-145-6984

Susan French

McMaster University
School of Nursing
Faculty of Health Sciences
Room 3N25C
1200 Main Street
Hamilton, Ontario
L8N 3Z5
905-525-9140, Ext 22318
Fax: 905-524-5199

Jocelyn Jones

Ontario Case Mgrs. Assoc.
14 Huron Court
Aurora, Ontario
L2G 2X8
Voice: 905-727-3932
Fax: 905-727-9011

APPENDIX "A"**QUICK RESPONSE PROGRAM (QRP) – CASE MANAGERS (CHATHAM SITE)**

This Appendix is entered into pursuant to the Memorandum of Settlement dated July 7, 2008 for the three (3) Union grievances filed November 30, 2007 (ONA File Nos. 200704494, 200704468 and 200704495)

The parties agree that the new complement of full-time and part-time QRP case managers in Chatham, as well as their hours of work shall be:

1. Two (2) full-time QRP case managers working 08:30 to 16:30 hours, Monday to Friday ;
2. Two (2) part-time QRP case managers working 08:30 to 16:30 hours;
3. One (1) full-time QRP case manager (Emergency Dept.) working 12:00 to 20:00 hours;
4. One (1) full-time QRP case manager working 12:00 to 20:00 hours.

The parties agree that the schedule for the two (2) part-time QRP case manager positions working 08:30 to 16:30 hours will be as follows:

WEEK # 1	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Part-time 1	X	X	X		
Part-time 2				X	X
WEEK # 2	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Part-time 1				X	X
Part-time 2	X	X	X		

APPENDIX "B"**RE: EMPLOYMENT STATUS OF VALERIE TUCK, LONG TERM CARE COORDINATOR**

1. The Employer and the Union hereby agree to continue the existing work practice enjoyed by Employee, Valerie Tuck. Specifically, Ms. Tuck will continue to work three (3) days per week.
2. Notwithstanding her hours of work, Ms. Tuck will be considered a full-time Employee for all purposes of the Collective Agreement, except as modified in this Appendix "B". Specifically, the Employer will contribute one hundred percent (100%) of the Employer's share of premiums for the health and welfare benefits described by Article 18 of the Collective Agreement. Further, Ms. Tuck will accumulate service and seniority on the basis of the hours she is paid (i.e. 1500 hours is the equivalent of one year's service). However, the parties acknowledge that vacation and sick day entitlement will be prorated.
3. Notwithstanding the provisions of the Collective Agreement, the Employer will offer Ms. Tuck any and all additional hours of work in Long Term Care (LTC), including vacation coverage before such hours are offered to full-time or part-time case managers except as modified below.
4. The Employer will designate two (2) float case managers to be qualified to work in LTC. The two (2) float case managers shall be each offered one (1) shift in LTC for the winter (January 1 – March 31), spring (April 1 – June 30), summer (July 1 – September 30) and fall (October 1 – December 31) to keep their skills current. Such shifts will be offered first from among shifts that Valerie Tuck is unavailable. If no such shift exists then shifts will be offered that Valerie Tuck is available for despite paragraph 3 above.
5. If a LTC shift becomes available as a result of a same day sick call the Employer may attempt to cover the shift by reassigning a qualified case manager on shift. Where no qualified case manager is available to cover the absence the Employer shall offer the shift to Valerie Tuck.
6. The parties agree that LTC shifts that Valerie Tuck is unavailable for or declines shall be offered to the two (2) float case managers identified in paragraph 4 above first, then to other qualified case managers by seniority. If no one accepts the offer it shall be assigned to a qualified case manager by reverse seniority.
7. The parties confirm that Ms. Tuck is entitled to apply for additional life insurance for Employees, spouses, or eligible dependants, which are to be paid one hundred percent (100%) by the Employee during the life of this Collective Agreement.
8. The parties agree that this Appendix forms part of the Collective Agreement.

RE: LONG TERM CARE COORDINATOR – JENNIFER ALLISON – SCHEDULE OF WORK

The 0.8 position as Long Term Care Coordinator (LTCC) is presently assigned to Jennifer Allison. The parties agree the following provisions will apply to Ms. Allison until such time as she leaves her current position.

1. The position of LTCC held by Ms. Allison will continue to be scheduled thirty (30) hours per week.

2. The thirty (30) hours per week will be distributed over five (5) working days in that the LTCC will be scheduled to work 1000 – 1630 hours Monday through Friday.
3. All time worked in excess of a ten (10) day, sixty (60) hours in a pay period, or six (6) hours a day shall be considered as overtime subject to the condition as set out in Article 17.05 of the Collective Agreement.
4. All other Articles of the Collective Agreement will apply with the exception of Article 17.09 (b), (c) and (d).

APPENDIX "C"

(Site specific variances to the normal daily tour identified in Article 17.03)

CHATHAM SITE

0800 – 1600

0900 – 1700

1200 – 2000

Weekend: 0830 – 1630

0830 – 1230

SARNIA SITE

0800 – 1600

0900 – 1700

1200 – 2000

Weekend: 1000 – 1400

WINDSOR SITE

0800 – 1600

1000 – 1800

1100 – 1900

1200 – 2000

APPENDIX "D"

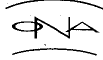
This Appendix "D" is only applicable to the following Employees working at the Chatham site:

Barb Jaruga
Candy Hitchcock

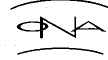
- i) Effective January 1, 1985 all sick leave benefits were frozen and a list was provided to each affected Employee.
- ii) All absences due to illness in any one year shall be charged firstly to the current entitlement allowance and secondly, if such allowance is depleted, at the Employee's option, to the accumulated sick leave reserve credited to the Employee concerned under the previous Collective Agreement between ONA and the Chatham Kent CCAC (expiring December 31, 2008) – specifically Article 14.08 (f)
- iii) That in the event an Employee uses their current entitlement allowance for short term illness or to cover the waiting period for long-term disability insurance and in the event these days are exhausted, the Employee may be entitled to the option of using a portion of the sick leave benefits frozen referred to in clause (i) with it being clearly understood that once a portion of these frozen days are used, the cash value of the days used is lost.
- iv) That when the Employee retires or terminates employment, one-half (½) of the balance of the sick leave credit benefits frozen under sub-section (i), less any used under sub-section (iii), shall be paid out on termination or retirement at her termination rate of pay.
- v) In the event of death prior to severance or retirement, one-half (½) of the balance of the sick leave credit benefits frozen under sub-section (i), less any used under sub-section (iii), shall be paid to the Employee's Estate.
- vi) Effective January 1, 2009 Employees may voluntarily cash out existing sick leave bank frozen under subsection (i) in accordance with this provision. The amount of the payout shall be at the Employee's current rate of pay and shall be equivalent of one-half (1/2) of the balance of the sick leave credit benefits frozen under subsection (i) less any used under subsection (iii). Where requested by the Employee the cash payout may be deposited into a Registered Retirement Savings Plan, or some other tax sheltering option, provided the appropriate paper work is provided by the Employee.

APPENDIX "E"

ONA Community Professional Responsibility Workload Report Form



ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIERS ET INFIRMIÈRES DE L'ONTARIO



COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM /
FORMULAIRE DE DÉCLARATION DE CHARGE DE TRAVAIL DES RESPONSABILITÉS PROFESSIONNELLES COMMUNAUTAIRES

(Please Print / Veuillez écrire en lettre mouliées)

SECTION 1: GENERAL INFORMATION / RENSEIGNEMENTS GÉNÉRAUX

Names(s) Of Employee(s) Reporting:
Nom(s) de l'employé(e)/des employé(e)s faisant le rapport : _____

Employer: _____ /Branch _____ Team/Area/Program: _____
Employeur: _____ /Service _____ Équipe/Zone/Programme: _____

Date Of Occurrence: _____ Start Time: _____ Duration Time: _____
Date de l'évènement: _____ Heure du début: _____ Durée: _____

Hrs Wkd _____ On Call/Ext. Hrs _____ Supervisor(at time of occ.) _____ Date/Time Submitted: _____
Hrs fin de sem. _____ Hrs sur appel/suppl. _____ Superviseur (sur place) _____ Date/heure de la soumission: _____

SECTION 2: DETAILS OF OCCURRENCE / RENSEIGNEMENTS SUR L'ÉVÈNEMENT

Provide a concise summary of how the occurrence affected your practice/workload:
Fournir un résumé détaillé de la manière dont l'évènement a affecté vos activités/votre charge de travail : _____

Check one: / Coché UNE seule réponse : Is this an isolated incident? / S'agit-il d'un cas isolé ? An ongoing problem? / D'un problème récurrent ?

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE / SOINS DES CLIENTS ET AUTRES FACTEURS AYANT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue:
Veuillez cocher le(s) facteur(s) qui selon vous a/ont contribué aux problèmes relatifs aux charges de travail :

Change in client acuity (psy/phy/soc) Provide details:
Changement dans l'acuité du client (psy/phy/soc.) Fournir des renseignements : _____

Safety in jeopardy (specify) / Sécurité en jeu (spécifier) _____

Lack of / malfunctioning equip.(specify)
Manque/défaillance d'équipement (spécifier) _____

Visitors/Family members / Visiteurs/membres de familles _____

Weather / Conditions météorologiques _____

Bed Shortage (hosp./LTC) / Manque de lits (hosp./SLD) _____

Travel/Distance / Déplacement/distance _____

Client census at time of occurrence / Nbre de clients au moment de l'évènement _____

Unanticipated Assignment / uncontrolled variables (specify)
Affectation non anticipée / changements incontrôlés (spécifier) _____

Non-Nursing Duties; (specify)
Tâches non spécifiques aux infirmières : (spécifier) _____

Incomplete Referral Information / Renseignements sur le patient incomplets _____

of Admissions / Nbre d'admissions _____

Other (specify) / Autre (spécifier) _____

of Discharges / Nbre de sorties _____

SECTION 4: STAFFING/WORKING CONDITIONS / DOTATION EN PERSONNEL/CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:
Afin de résoudre les problèmes relatifs aux charges de travail, veuillez fournir des détails sur les conditions de travail **au moment de l'évènement** en fournissant les renseignements suivants :

Regular Staff: / # Personnel régulier : RN / Inf. aut. RPN / inf. aux. aut. Clerical Support / Personnel de bureau IT Support / Soutien informatique

Actual Staff: / # Personnel actuel : RN / Inf. aut. RPN / inf. aux. aut. Clerical Support / Personnel de bureau IT Support / Soutien informatique

Junior Staff / Personnel subalterne : Yes / Oui No / Non How many? / Combien ? _____

RN Staff Overtime: / Inf. aut. en temps sup. : Yes / Oui No / Non If yes, how many staff?
Si oui, combien ? _____ Total Hours / Nbre d'heures _____

Breaks: / Pauses : Meal Period: / Pause-repas : Missed / ratée _____ Late / en retard _____ Taken / prise _____
Rest Period: / Temps de repos : Missed / ratée _____ Late / en retard _____ Taken / prise _____

At the time of the occurrence, the planned workload was: Au moment de l'évènement, la charge de travail prévue était telle :	# Planned # Prévu(e)s	Actual # # Actuel(te)s	Time Planned Temps prévu à cet effet	Actual Time Durée actuelle
Home Visits/ School Visits/ Clinics Visites à domicile/ visites à l'école / cliniques				
Case Conferences/Team Meetings etc. Conférence de cas /réunions d'équipes, etc.				
Documentation/ Administration (i.e. phone, paperwork, supplies) Documentation/ Administration (ex. téléphone, travail administratif, approvisionnement)				
Inservice / Education En service / formation				
Travel (number of trips) Déplacements (nombre de déplacements)				
Other (i.e. giving a presentation etc.) Autre (ex. exposé à faire)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:
S'il y a eu un manque de personnel au moment de l'évènement, (dont le personnel de soutien) veuillez cocher la/les réponse(s) nécessaires :

Absence/Emergency Leave
Absence/congé d'urgence Sick Call(s)
Congé(s) maladie(s) Vacancies
Vacances

SECTION 5: REMEDY / SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/branch/program? Yes / Oui No / Non
 Au moment où le problème est survenu en raison de la charge de travail, en avez-vous discuté avec l'équipe/le service/le programme ?
 Provide Details: / Fournir des renseignements : _____

Was it resolved? / Est-ce que le problème a été résolu ? Yes / Oui No / Non

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes / Oui No / Non
 Ne trouvant pas de solution lors de l'évènement, avez-vous cherché de l'aide auprès de la personne désignée par l'employeur ayant la responsabilité de régler les problèmes relatifs aux charges de travail ?

Did the designated person with whom you discussed the occurrence provide guidance? Yes / Oui No / Non
 Est-ce que la personne responsable avec qui vous avez discuté du problème vous a orienté conséquemment ?
 Provide Details: / Fournir des renseignements : _____

Was it resolved? / Le problème a-t-il été résolu ? Yes / Oui No / Non

(C) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes / Oui No / Non
 Avez-vous discuté du problème avec votre superviseur(e) (ou responsable) au moment de son retour au travail ?
 Provide Details: / Fournir des renseignements : _____

Was isolated incident resolved? / Est-ce que le cas isolé a été résolu ? Yes / Oui No / Non

If an ongoing problem, was entire issue resolved? Yes / Oui No / Non
 S'il s'agissait d'un problème récurrent, a-t-il été résolu ?

Were measures implemented to prevent re-occurrence? Yes / Oui No / Non
 Est-ce que des mesures ont été prises pour éviter que cela se reproduise ?

Provide Details: / Fournir des renseignements : _____

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:
 Si du personnel a été assigné, veuillez identifier le nombre de personnes assignées, leurs catégories et le nombre d'heures pendant lesquelles ils étaient disponibles :

Category (CM, RN, RPN, PHN, PSW, Clerk etc.) Catégories (RC, Inf. aut., Inf. aux. aut., ISP, Prép. aux serv. de sout., Commis, etc.)	Amount of time Staff available / Durée de disponibilité du personnel	Orientation to Branch Required / Orientation à un service requis <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non State Orientation time (min/hrs) / Stipuler le temps de réorientation (min. /hres)

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:
 Veuillez cocher le ou les points ci-dessous qui, selon vous, devraient être pris en considération afin d'éviter de tels problèmes.

- | | |
|---|--|
| <input type="checkbox"/> Inservice / Personnel en service | <input type="checkbox"/> ↑ RN/CM staffing / ↑ inf. aut. /RC |
| <input type="checkbox"/> Change physical lay-out / Changement de la répartition des employés | <input type="checkbox"/> ↑ support staffing / ↑ personnel de soutien |
| <input type="checkbox"/> Caseload review for acuity/activity / Révision du nbre de cas pour l'acuité/l'activité | <input type="checkbox"/> Review nurse/patient ratio / Révision du nbre de patients par inf. |
| <input type="checkbox"/> Orientation / Orientation | <input type="checkbox"/> Review policies & procedures / Révision des politiques et procédures |
| <input type="checkbox"/> Float/casual pool / Personnel mobile/occasionnel | <input type="checkbox"/> Perform Workload Measurement Audit / Évaluations des charges de travail |

Equipment (Please specify) / Équipement (veuillez spécifier) _____

Other: / Autre : _____

SECTION 7: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉ(E)S

I/We request these concerns be forwarded to the Employer-Association Committee.
 Je/nous demandons à ce que ces préoccupations soient soumises au Comité de l'association patronale.

Signature: / Signature : _____ Phone No.: / N° de tél : _____

Signature: / Signature : _____ Phone No.: / N° de tél : _____

Signature: / Signature : _____ Phone No.: / N° de tél : _____

Date/time Submitted: / Date/heure de la soumission : _____

SECTION 8: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.
 Veuillez fournir des renseignements/commentaires sur ce rapport, en incluant les mesures qui ont été prises pour remédier à la situation, le cas échéant.

Management Signature / Signature de la direction _____

Date: / Date : _____

APPENDIX "F"**SERVICE/SENIORITY CONVERSION FORMULAS
PRIOR TO JULY 1, 2007****CHATHAM SITE**

For service prior to July 1, 2007, the conversion formula for Chatham-Kent Case Managers is 1400 paid hours is equivalent to one (1) year of full-time seniority. For service prior to October 25, 1999 for Chatham-Kent, the conversion formula is 1525 paid hours is equivalent to one (1) year of full-time seniority.

For service prior to July 1, 2007, the conversion formula for Chatham-Kent Long Term Care Coordinators is 1400 paid hours is equivalent to one (1) year of full-time seniority. For service prior to October 25, 1999 for Chatham-Kent, the conversion formula is 1820 paid hours is equivalent to one (1) year of full-time seniority.

SARNIA SITE

For service prior to July 1, 2007, the conversion formula for Sarnia-Lambton is 1500 hours worked is equivalent to one (1) year of full-time seniority.

WINDSOR SITE

For service prior to July 1, 2007, the conversion formula for Windsor-Essex is 1638 paid hours is equivalent to one (1) year of full-time seniority.

**SERVICE/SENIORITY CONVERSION FORMULAS
AFTER JULY 1, 2007 AND UP TO JUNE 27, 2009**

The following information was contained in Section 2 and Appendix A - Article 4.03 (a) of the Composite Agreement signed pursuant to Section 24 of the PSLRTA dated July 4, 2007:

A seniority list shall be established for all Full-time and Regular Part-time employees who have completed their probationary period. Full-time seniority will be expressed in length of service since date of hire and part-time seniority will be expressed in hours paid. The conversion formula will be based on 1500 paid hours is equivalent to one (1) year of full-time seniority effective July 1, 2007.

Effective July 1, 2007 up to June 27, 2009 seniority will accumulate on the following basis:

- (i) Full-time employees- Continuous service with the Employer since the date of last hire.
- (ii) Part-time employees- Paid hours accumulated since the last date of hire calculated on the basis that 1500 hours equals 1 year.

No part-time or casual Employee shall be entitled to accumulate more than the equivalent of one (1) year's full-time seniority/service in any consecutive 12 month period, notwithstanding the number of hours the employee works in that consecutive 12 month period.

LETTER OF UNDERSTANDING

B E T W E E N:

ERIE ST. CLAIR COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: WEEKEND / INTAKE & HOSPITAL BACK UP WORKER (W/I CM) – CHATHAM AND SARNIA SITES

Saturday, Sunday and paid holidays, a full time W/I CM will be at each CCAC office to cover all of Chatham-Kent and Sarnia/Lambton. On Saturdays and Sundays, one (1) additional part-time or casual will be scheduled for a four (4) hour shift at each CCAC office if necessary as determined by the Employer. These Employees will attend at the Hospital to perform duties when required.

Hours of work: 0830 -1630

The two (2) W/I CMs at each site will work ten (10) shifts per pay period for a total of seventy-five (75) hours of work. The weekends and statutory holidays will be shared between two (2) case managers in this role. The two (2) full-time W/I CMs will be paid an additional two (2) hours of weekend premium pay for each weekend worked. The provisions of Article 22.06 of the collective agreement will not apply to Employees receiving the two (2) hour weekend premium.

The W/I CM will be required generally to work alternating weekends.

The W/I CM will be scheduled where needed by the Employer during the weekday shifts – either at intake or hospital backup. Hospital coverage will primarily be for short term illness.

For absences less than sixty (60) days, a part time case manager will be offered the shift(s) provided they do not exceed seventy-five (75) hours.

For extended absences such as pregnancy leaves and leaves of absence greater than sixty (60) days, the Employer will post for a temporary weekend case manager position in accordance with Article 12.03.

In the event that the Employer is unable to fill vacant weekend shifts with full-time floats or part time Employees not in a job sharing arrangement, requests will be made by seniority for coverage from the full-time case managers who will be compensated in accordance with Article 17.09.

If at any time either of the two (2) W/I CMs terminate their employment or leaves the W/I CM position for any reason, the position will be posted immediately. Until the position is filled, the Employer will request coverage for the scheduled shifts as identified as above.

Paid Holidays

The W/I CM will provide coverage on all paid holidays identified in Article 15.01. The two (2) regular W/I CMs will schedule the weekends so that the statutory holiday coverage is shared between them.

The W/I CM working the paid holiday will receive payment in accordance with Article 15.06 or 15.07.

In the event two (2) statutory holidays fall on the same weekend (Good Friday/Easter Monday, Christmas Day/Boxing Day) the two (2) W/I CMs can arrange a schedule mutually agreeable between them.

The W/I CM scheduled on Christmas Day or New Year's Day will not be required to report at the office but will carry a pager and be provided with a cell phone and will be "on call" from home. The W/I CM will be expected to report at the hospital or office should the need arise requiring attention to issues such as emergency referrals or problems requiring access to the client database system. The W/I CM will remain on call until 1630 and will be compensated consistent with other statutory holidays. The W/I CM scheduled for Boxing Day will be required to report to the office from 0830 to 1630.

The W/I CMs are considered full time Employees and are entitled to all provisions related to regular full time Employees under the collective agreement except as expressly amended herein.

Part-time

Where a part-time Employee is scheduled to work a four (4) hour shift, all Articles related to scheduling will apply except as amended by the following:

All time worked in excess of the scheduled tour shall be considered as overtime subject to the following conditions:

- i) The Employee is preauthorized by her Manager to work overtime. Should an Employee be unable to contact her Manager in an emergency situation, overtime hours will be approved after the fact.
- ii) An Employee who works overtime shall receive compensating time off at the rate of time and one-half (1 ½) or payment at the rate of time and one-half (1 1/2) if the Employee so requests.

The Employer agrees not to implement the scheduling of tours of less than 7.5 hours in areas not currently utilizing them without the consent of the Union.

DATED this 27th day of September, 2009.

66

FOR THE EMPLOYER:

Kelly [Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION:

[Signature]

Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

ERIE ST. CLAIR COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

AND:

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

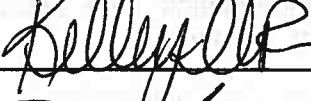
**RE: FLEXIBLE HOURS OF WORK FOR FULL TIME LONG TERM CARE
COORDINATORS AND INTAKE**

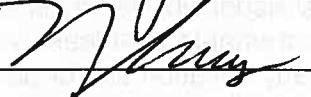
The parties agree to the following with regard to the implementation of flexible hours of work:

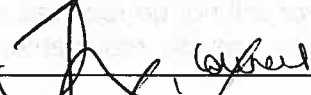
1. Hours of work for working flexible hours will be 0800-1600 (for Long Term Care Coordinator) or 0900 to 1700 hours, both inclusive of a one-half (1/2) hour unpaid lunch.
2. A maximum of one Intake Case Manager and one Long Term Care Coordinator will be allowed to work flexible hours.
3. An Intake Case Manager working flexible hours who is required to attend meetings, intake, and hospital coverage will be expected to work regular hours on these days (e.g. 0830 hours to 1630 hours, inclusive of a one-half (1/2) hour unpaid lunch).
4. In addition to the above, a Long Term Care Coordinator working flexible hours will be expected to work 0830-1630 on the days there is only one Long Term Care Coordinator is scheduled.


DATED this 21st day of September, 2009.

FOR THE EMPLOYER:

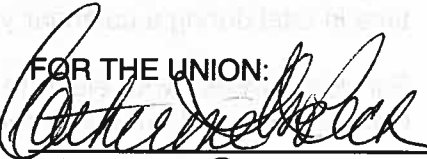









FOR THE UNION:



 Labour Relations Officer


LETTER OF UNDERSTANDING

B E T W E E N:

ERIE ST. CLAIR COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: FLEX TIME

The following provisions do not apply to Hospital Case Managers, Hospital RAI Assessors, Intake Case Managers, or Placement.

The flexible work schedule allows only full-time Employees to work an additional thirty (30) minutes per day to be taken as time off within an agreed upon period of time. This arrangement differs from compensation time as compensation time is earned for hours worked in addition to the normal work day. Any such arrangement must be mutually agreed to.

The parties agree to the following:

1. The Core Hours of the CCAC (business hours) remain at 8:30 AM to 4:30 PM.
2. The normal hours of work consist of seven and one-half (7.5) paid hours and thirty (30) minutes unpaid meal time.
3. At the Employee's request and with the Employer's approval, the Employee may elect to accumulate thirty (30) minutes daily by working an additional thirty (30) minutes either immediately before or immediately after the Employee's regularly scheduled hours of work and thereby working eight (8) hours in the day. Any time accumulated by working in this manner must normally be used within an eight (8) week period and/or after fifteen (15) hours have been accumulated. The Employee cannot accumulate more than thirty (30) minutes per day. An Employee may not earn more than forty-five (45) hours of flex time in total during a calendar year pursuant to this provision.
4. For Employees who elect to work a flexible schedule, compensation time and/or overtime is based on authorized hours worked in addition to eight (8) hours.
5. The provision of service remains a priority. The work demands/responsibilities must be given every consideration. Earned flex time must be taken in increments of at least two (2) hours. Earned flex time cannot be taken in connection with any vacation and/or paid holiday, scheduled LOA or compensating time off. The Employer will not be required to provide relief staff or pay any Employee overtime in order to provide replacement coverage for an Employee taking earned flex time.
6. Employees who wish to take two (2) hours of flex time on any given day must notify their Manager or designate and identify the time off in the calendar. The Manager shall retain the right to disallow the Employee from taking two (2) hours of flex time in cases of emergency. Earned flex time in excess of two (2) hours must be scheduled in advance with the Employer's approval. The scheduling of earned flex time in excess of two (2)

hours will not be considered in the calculation of vacation quotas, but is subject to the demands/responsibilities of the business.

- 7. The Employer and the Union agree to meet on an as needed basis to ensure that the flex time program is meeting the respective needs of the parties.
- 8. Flex time accumulated in one calendar year can be carried forward for up to eight (8) weeks into the next calendar year. Unused flex time has to be taken in this period.
- 9. Where an Employee utilizing this arrangement transfers to a position excluded under this Letter of Understanding, she will have all accumulated time owing paid out on the paycheck following the date she starts in the new position.
- 10. Where an Employee in this arrangement terminates her employment any time accumulated will be paid out on the last pay cheque issued.

DATED this 21st day of September, 2009.

FOR THE EMPLOYER:

Kelley Dize
[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
 Labour Relations Officer

LETTER OF UNDERSTANDING

B E T W E E N:

ERIE ST. CLAIR COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

A N D:

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

RE: SARNIA SITE VACATION ALLOTMENTS – SYSTEM #2 - HIRED AFTER APRIL 1, 1989 BUT PRIOR TO JULY 1, 2001

WHEREAS there have been 3 systems for vacation allocation within the Sarnia site of the CCAC;

AND WHEREAS the vacation allotment system used for Employees hired between April 1, 1989 and July 1, 2001, now known as System #2 required Employees to earn vacation in one year and use it in the following year;

AND WHEREAS this resulted in a number of Employees having vacation banks owing to their credit which they were not able to use at the time of the changeover to the vacation allotment System #3 which required Employees to earn and use vacation in the same year;

AND WHEREAS the parties have agreed to language in the current negotiations for a collective agreement which requires all Employees to earn and use vacation in the same vacation year; and has agreed to language to allow the carry over of earned vacation into a subsequent vacation year(s);

THEREFORE to address the vacation banks currently in place for some Employees at the Sarnia site, the parties agree as follows:

1. The following Employees have a recognized bank of vacation owing to them:

MacKenzie, Lynn
Neuhart, Peggy
Lynch, Ann
Tennant, Diane
Houston, Georgie
Harrison, Jan
Lassaline, Debby
McLaughlin, Laurie
Christopher, Pat
Waters, Maureen
McCabe, Sue
Aitken, Cathy
Hext, Christine
Brennek, Barbara
Wark, Cathy
Allison, Jennifer
Brownlee, Jennifer
Chapman, Louise.

2. The Employees identified in paragraph 1 will be permitted to take any and all vacation owing to them at any time subject only to the terms of vacation scheduling provisions contained in the current or newly negotiated collective agreement, whichever is applicable at the time of the vacation request.
3. Any unused vacation owing will be maintained in a vacation bank as permitted and in accordance with the carryover provision in the new collective agreement.
4. Should any of the Employees identified in paragraph 1 above leave the employ of the CCAC any unused vacation owing will be paid out in accordance with the collective agreement provisions.
5. Within fifteen (15) days of signing of this Letter of Understanding, each Employee identified in paragraph 1 will receive a letter indicating how much vacation is owing to them, with a copy provided to the Labour Relations Officer and the Bargaining Unit President.
6. Any discrepancy in the amount of vacation owing will be dealt with between the parties and if unresolved the Union reserves the right to file grievances.

DATED this 29th day of September, 2009.

FOR THE EMPLOYER:

Kelley Ellis
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer

Consent to Alter Agreement

Between

Ontario Nurses' Association
(Hereinafter referred to as "the Union")

And

Erie St. Clair Community Care Access Centre
(Hereinafter referred to as "the Employer")

RE: ONA and Erie St. Clair CCAC - Amendment Article 2.01 – Recognition Clause

Whereas the Erie St. Clair CCAC has established a number of new positions within the bargaining unit which are not identified in the current recognition clause;

And Whereas the parties have agreed that the following positions are included in the ONA bargaining unit – Social Workers, Physiotherapists, Respiratory Therapists, Endostomal Therapists, Geriatric Resource Consultants and Occupation Therapists;

And Whereas the parties agree that all nurses and allied health professionals employed by the Erie St. Clair CCAC are appropriate for inclusion in the ONA bargaining unit unless demonstrating managerial functions;


The Parties agree to amend Article 2.01 to read as follows:

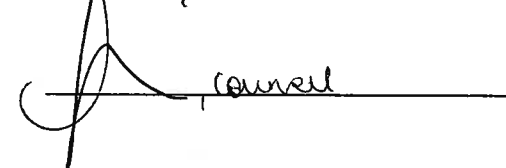
2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all **Nurses and Allied Health Professionals** employed by the Erie St. Clair Community Care Access Centre save and except Client Services Managers and persons above the rank of Client Services Manager.

This Consent to Alter Agreement will be appended to and form part of the current Collective Agreement between the parties expiring March 31, 2011. The amended provision will be included in the next Collective Agreement signed between the parties.

DATED THIS 23rd DAY OF FEBRUARY, 2010.


For the Employer

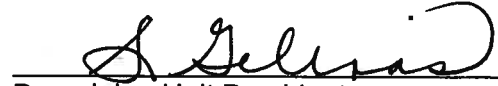




counsel

For the Union



Labour Relations Officer


Bargaining Unit President