

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: March 31, 2011

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances, and for the final settlement of disputes. The parties will work co-operatively to provide the best possible Community Health Services.
- 1.02 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Home recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all case managers and placement coordinators employed by the Hamilton Niagara Haldimand Brant Community Care Access Centre save and except persons employed in a confidential capacity or who exercise managerial functions as per s.1(3)(b) of the Labour Relations Act.
- 2.02
- (a) Full-time is an employee who normally works a regular schedule of thirty five (35) hours per week or seventy (70) hours biweekly.
 - (b) Regular part-time is an employee who normally works a regular schedule of less than thirty-five (35) hours per week or seventy (70) hours biweekly.
 - (c) Casual – a casual employee is one who:
 - (i) does not have any guaranteed hours of work;
 - (ii) may be called to work when and where required within their home branch's operations;
 - (iii) has no regular scheduled hours on an ongoing basis; and
 - (iv) may choose to work at more than one branch and specifies the branch(es) in writing, it being understood that a branch will first consider casual employees from that branch before giving consideration to casual employees from other branches.
 - (d) Temporary position – is a position:
 - (i) with a set schedule for a fixed term or task of not more than twelve (12) months unless the parties otherwise agree in writing, such agreement not to be unreasonably withheld. This position may be filled by an existing employee or someone hired as a temporary employee.
 - (ii) Temporary positions greater than six (6) months in length shall be posted in accordance with Article 12 (Job Posting). Before offering such temporary positions externally, they shall first be offered to qualified employees who apply for the position.
 - (iii) An employee who is already a full-time or regular part-time employee and who accepts a temporary position for a fixed term or task shall

be returned to their former position at the end of the fixed term or task. An employee who is already a casual employee and who accepts a temporary position for a fixed term or task shall be returned to the casual pool at the end of the fixed term or task.

- (iv) An employee in a temporary position shall not be considered for another temporary position if accepting the other position will require her or him to leave their current temporary position before the end of the fixed term or task.
- (e) Temporary employee – is an employee:
 - (i) who is hired to perform work with a set schedule for a fixed term or task of not more than twelve (12) months unless the parties otherwise agree in writing, such agreement not to be unreasonably withheld.
 - (ii) Temporary employees shall not accrue seniority or service for any purposes under this Agreement. If a temporary employee is the successful applicant to a posted permanent position, she or he shall receive credit for seniority and service on the basis of hours paid from her or his most recent date of hire provided their service has been uninterrupted or provided they applied for the posted permanent position while they were still a temporary employee.
 - (iii) At the end of the fixed term or task, the temporary employee will be deemed terminated for all purposes under the Collective Agreement and the termination shall not be the subject of a grievance and shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement. The temporary employee may also be terminated prior to the end of the fixed term or task without the termination being the subject of a grievance or subject to the grievance and/or arbitration provisions of the Collective Agreement, provided the termination is made in good faith and is not contrary to law.

2.03 It is understood that a case manager and/or a placement coordinator must be a regulated health professional such as but not limited to physiotherapist, occupational therapist, registered nurse, speech language pathologist, social worker who holds a certification with the appropriate College in Ontario in accordance with the Regulated Health Professions Act and who is a member in good standing.

ARTICLE 3 - RELATIONSHIP

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

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

Agreement.

- 3.03 The Employer and the Union agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, marital status, family status, age, disability or record of offences as defined in the Ontario Human Rights Code.
- 3.04 (a) The Employer and the Union agree that every person has a right to freedom from harassment in the workplace by the Employer or agent of the Employer, the Union or agent of the Union, or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, as defined in the Ontario Human Rights Code, where "harassment" means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.
- (b) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (c) In recognizing the importance of a harassment free environment, the Employer policies and processes with respect to harassment will be reviewed with the employee during her or his orientation period.
- (d) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (e) An employee who believes that she or he has been harassed contrary to this Article may file a grievance under Article 9 of this Agreement.
- 3.05 The Employer and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 4 - NO STRIKE , NO LOCKOUT

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

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management, supervision and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Agreement. 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, establish and enforce reasonable rules, regulations, policies and practices to be observed by employees provided that they are not inconsistent with the provisions of this Agreement.

- (b) Hire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, or discharge employees, provided that a claim of improper classification, or layoff, discipline or discharge without just cause may be a subject of a grievance to be dealt with as herein provided.
- (c) Determine in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing work, job content, scope of services to be provided and the working establishment for any service.
- (d) Generally to manage and operate the establishment in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, services to be provided, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

5.02 The Employer will provide the Union with copies of its policies and procedures which affect the employees covered by this Collective Agreement. Prior to effecting any changes in policies or procedures and/or developing new policies or procedures which affect the employees covered by this Collective Agreement, the Employer will discuss these with the Union.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 MEETINGS:

- (a) Meetings between the Employer and the Union shall be scheduled during the employees' regular working hours. Employees required to attend such meetings, including those attending outside of her or his regularly scheduled hours, shall be paid her or his regular straight time hourly rate of pay for all time spent in attendance at such meetings and for preparation time as agreed by the parties in advance of the meeting. Employees shall be compensated at their regular straight time hourly rate of pay for travel time between branches to attend such meetings where such travel time occurs outside the employee's regular working hours. Compensation for such travel time shall be made by the Employer and the employee adjusting the employee's regular working hours, which adjustment shall take place within two weeks after the meeting occurs (for example, if an employee spent 30 minutes outside her or his regular working hours traveling between two branches to attend a meeting between the Employer and the Union, the Employer and the employee would shorten a regular working day for the employee that falls within two weeks after the meeting by 30 minutes without reducing the employee's regular pay for the shortened working day and this would constitute compensation for the travel time). The travel time between branches for purposes of this article shall be attached as Appendix B to this Collective Agreement.
- (b) Where a meeting is scheduled at a Branch other than the Branch at which the employee representative normally works, mileage will be paid for the kilometres driven between the respective Branches.

- (c) The Employer agrees to recognize Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (d) The Union shall provide the Employer with the names of its officers, committee members and employee representatives as any changes occur as well as the effective date of their respective appointments.
- (e) It is agreed that Union representatives and members of the Committees have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of a Committee is required to enter an office within the employer's business in which they are not ordinarily employed they shall, immediately upon entering such office, report their presence to the supervisor or employee in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor.

6.02

GRIEVANCE COMMITTEE:

The Employer will recognize a Grievance Committee comprised of the Bargaining Unit President and one representative from each Branch. The Bargaining Unit President or her/his designate and one member of the Grievance Committee may assist a Bargaining Unit member in the presentation of her/his grievance. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.03

BRANCH LABOUR-MANAGEMENT COMMITTEE

- (a) There shall be a Labour-Management Committee at each branch comprised of two (2) Branch Bargaining Unit representatives and two (2) Employer representatives.
- (b) The Union and the Employer may each designate one (1) alternate, who shall attend only in the absence of a regular Branch-Labour-Management Committee member.
- (c) The purpose of the committee is to promote and provide effective and meaningful communication of information and ideas on matters of mutual interest, with a primary focus on matters related to the Branch. Where matters related to HNHB CCAC as a whole arise, these may be discussed and may be forwarded to the Central Labour-Management Committee for its consideration.
- (d) The committee shall meet every other month throughout the calendar year and in advance of the meetings of the Central Labour-Management Committee. Agenda items will be exchanged seven (7) calendar days in advance of the meeting where possible.
- (e) Where matters of urgency arise, either party may request that the Branch-Labour Management committee meet and the requesting party will provide an agenda of the item(s) it wishes to have considered to the other party. A meeting will be scheduled within seven (7) calendar days to consider the matter.

- (f) The duties of the Chair and Recording Secretary will alternate between the parties. A record will be maintained of matters referred to the Branch-Labour-Management Committee. Copies of the record will be provided to the Committee members; posted at the Branch; and forwarded to the Central Labour-Management Committee.
- (g) Branch-Labour Management Committee members shall be paid their regular straight time wages for time spent at Branch-Labour Management Committee meetings and in caucus for these meetings. It is agreed that members of the Branch-Labour Management Committee have their regular duties and responsibilities to perform for the Employer and shall not attend to Branch-Labour Management Committee matters during their working hours or leave their regular duties without first obtaining the permission of their immediate Manager. Such permission shall not be unreasonably withheld.
- (h) The Branch-Labour Management Committee may invite, by committee consent, other Bargaining Unit employees and/or management employees to attend a meeting for the purpose of providing information or consultation.
- (i) It is understood that the Branch-Labour Management Committee will not discuss matters that are properly the subject of a grievance and that it will refer matters properly the subject of other committees to the appropriate committee for its consideration.
- (j) The Bargaining Unit President and/or a Human Resources Representative may attend Branch Labour-Management Committee meetings. A representative of the Ontario Nurses' Association may attend Branch Labour-Management Committee meetings by invitation.

6.04

CENTRAL LABOUR MANAGEMENT COMMITTEE

- (a) There shall be a Central Labour-Management Committee (CLMC) comprised of the Bargaining Unit President or designate; one Bargaining Unit representative from each Branch; the Director of Human Resources or her/his designate; and, one Employer representative from each Branch.
- (b) The Bargaining Unit President or designate and the Director of Human Resources or designate shall Co-Chair the CLMC. The duties of the Co-Chairs will alternate by meeting.
- (c) The purpose of the committee is to promote and provide effective and meaningful communication of information and ideas on matters of mutual interest, with a primary focus on matters related to HNHBC CCAC as a whole or other matters that the parties may mutually wish to discuss.
- (d) The committee shall meet every other month, following the Branch Labour-Management Committee meetings, throughout the calendar year. Agenda items will be exchanged seven (7) calendar days in advance of the meeting.
- (e) Where items of urgency arise, either party may request that the CLMC meet and the requesting party will provide an agenda of the items(s) it wishes to have considered to the other party. A meeting will be scheduled within seven (7) calendar days to consider the matter.

- (f) The duties of the Recording Secretary will alternate between the parties. A record will be maintained of matters referred to the CLMC. Copies of the record will be provided to the Committee members; posted at each Branch; and forwarded to each Bargaining Unit Management Committee.
- (g) It is understood that CLMC will not discuss matters that are properly the subject of a grievance and that it will refer matters properly the subject of other committees to the appropriate committee for its consideration.
- (h) A representative of the Ontario Nurses' Association may attend CLMC meetings by invitation. A representative of the Employer may attend CLMC meetings by invitation.

6.05 **Negotiating Committee**

The Employer shall recognize a Negotiating Committee of up to six (6) representatives from the Union, one of whom shall be the Bargaining Unit President, whose functions shall be to negotiate renewal Collective Agreements with the Employer. The Labour Relations Officer shall be the Union spokesperson and is in addition to the number of union representatives.

Employees who are members of the Negotiating Committee shall be paid her/his regular straight time hourly rate of pay while attending negotiating meetings with the Employer up to and including conciliation.

6.06 **Joint Occupational 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. The Employer, the Union and the employees shall take every precaution reasonable in the circumstances for the protection of an employee.
- (b) The Employer shall recognize one bargaining unit representative from each Branch as a member of the Joint Occupational Health and Safety Committee for that Branch. Each Branch Occupational Health and Safety Committee shall meet monthly.
- (c) There shall be a Central Joint Occupational Health and Safety Committee which shall meet quarterly or sooner at the call of one of the Co-Chairs. The Employer will recognize two (2) bargaining unit representatives plus the bargaining unit Occupational Health and Safety Chairperson or designate for the Central Joint Occupational Health and Safety Committee.
- (d) There shall be equal representation of Union and Employer representatives on each of the Branch Occupational Health and Safety committees as well as the Central Joint Occupational Health and Safety committee.
- (e) The Branch and Central Joint Occupational Health and Safety Committees shall identify situations that may be a source of danger or hazard to employees and make recommendations for the improvement of the health and safety of employees.
- (f) Where the Employer, the employee and/or the appropriate government authority identify high risk situations where employees are exposed to

infectious or communicable diseases for which there are available protective equipment or medications, such equipment or medications directed by the Ministry of Health and/or the Ministry of Labour shall be provided at no cost to the employees.

- (g) As per subsection 25(2)(l) of the Occupational Health and Safety Act, the Employer shall provide the Committee with the results of a report respecting occupational health and safety that is in the Employer's possession and, if that report is in writing, a copy of the portions of the report that concern occupational health and safety.
- (h) The Committee shall maintain minutes of all meetings and make the same available for review.
- (i) Any representative appointed or selected in accordance with (b) or (c) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment.

A member of a committee is entitled to,

- (i) one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting;
- (ii) such time as is necessary to attend meetings of the Committee; and
- (iii) such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.

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.

- (j) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (k) At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the OHSA, shall be from the Union. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Union provided that the next employee representing workers trained to be a certified worker is from the Union.

- 6.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld.
- 6.08 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.
- 6.09 It is recognized that the ONA Labour Relations Officer is the ONA signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct from the earnings of each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.
- Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.
- If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties.
- 7.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues or other amounts directed by the Union to be deducted and remitted, and with respect to any liability, which the Employer might incur as the result of such deduction.
- 7.05
- (a) The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, their branch, the employees' social insurance numbers and the amount of dues deducted.
 - (b) The Employer shall provide the Bargaining Unit President or designate with the following information electronically on a monthly basis: deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence.
 - (c) Where feasible, the Employer shall also provide the job classification and status of the employees on a monthly basis to the Bargaining Unit President.
- 7.06 The Employer shall notify the Bargaining Unit President or designate of a new employee's commencement date of employment. At the time of the corporate orientation of new bargaining unit members, the Employer will provide a period of thirty [30] minutes for the Bargaining Unit President or designate to meet with new employees.
- 7.07 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to highlight the main conditions of employment set out in the articles.
- 7.08 Managers and other non-bargaining unit employees shall not regularly perform work

normally performed by employees in the bargaining unit if such performance would result in the termination or layoff of an employee in the bargaining unit.

ARTICLE 8 – PROFESSIONAL RESPONSIBILITY

- 8.01 The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner. It is understood that such professional practice issues can arise that may affect only an individual employee; a group of employees; or, the bargaining unit as a whole.
- 8.02 When a professional practice issue arises that affects only an individual employee or a group of employees, the employee(s) shall promptly discuss the issue with her, his or their Manager or designate. If the issue remains unresolved, the employee(s) shall document their professional practice issue in writing and forward it to their Manager, which in any event must be done within five (5) work days of the circumstances giving rise to the professional practice issue.
- 8.03 Within ten (10) work days of receiving the written statement as described in 8.02 above, a meeting to discuss the professional practice issue shall be held with the employee(s), a Union representative, the Manager, the Branch Client Services Director and/or the Senior Director, Client Services. Within ten (10) work days of the meeting, a written response shall be provided to the employee(s) with a copy of the response provided to the Bargaining Unit President.
- 8.04 Failing resolution in 8.03 above and within five (5) work days of the written response in 8.03 being provided to the employee, the Union shall forward the written statement to the Central Labour-Management Committee. The written statement shall be considered at a meeting of the Central Labour-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene to discuss the written statement. The Central Labour-Management Committee shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- 8.05 When a professional practice issue arises that affects the bargaining unit as a whole, the Union shall forward the issue in writing to the Central Labour-Management Committee directly within five (5) work days of the circumstances giving rise to the professional practice issue. The written statement from the Union shall be considered at a meeting of the Central Labour-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene to discuss the written statement. The Central Labour-Management Committee shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- 8.06 Failing resolution by the Central Labour-Management Committee under either 8.04 or 8.05 above, the Union shall have ten (10) work days after the meeting of the Central Union-Management Committee to request in writing the establishment of a Professional Responsibility Committee to review the professional practice issue raised in the written statement. The Professional Responsibility Committee shall be composed of three (3) individuals: one chosen by the Union, one chosen by the Employer and a Chairperson to be mutually agreed upon by the Union and Employer representatives on the Professional Responsibility Committee. Each party will bear the cost of its own representative on the committee and will share equally the fee of the Chairperson.
- 8.07 The Professional Responsibility Committee shall ensure that both parties receive an adequate opportunity to provide material and representations to the Professional

Responsibility Committee and to reply to the material and representations provided by the other party. After considering the material and representations provided by the parties, the Professional Responsibility Committee shall issue, in writing, a recommended resolution(s) of the professional practice issue(s) raised in the written statement.

- 8.08 It is understood that professional practice issues do not constitute a difference between the parties as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement and, accordingly, are not subject to Article 9 (Grievance and Arbitration Procedure).

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any employee and/or the Union may present a complaint at any time without recourse to the formal written procedure described herein. Such complaint shall be discussed with the Manager.

- 9.02 It is the mutual desire of the parties to the Agreement that complaints of Employees shall be dealt with as quickly as possible and it is understood that an Employee has no grievance until they have first given their immediate Supervisor an opportunity of adjusting their complaint.

A grievance is defined as any dispute arising between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of the provisions of this Agreement. Such dispute shall be brought to the attention of the other party and the provisions of this Article shall apply.

All grievances shall be submitted in writing within ten [10] calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. All grievances shall be in writing and shall contain a statement of facts giving rise to the grievance and a statement of the remedies being sought and shall be filed in accordance with the procedure outlined in this Article. The following shall be the procedure in processing and handling grievances.

- 9.03 Step No. 1

If the matter is not resolved following discussion with the Manager as above then the Employee may submit a written grievance, signed and dated, to the Branch Director. The grievance shall contain a statement of the facts giving rise to the grievance and the remedy sought. The Director or her/his designate shall meet with the grievor and the Union representative to discuss the complaint. The Director will deliver her/his decision in writing within ten [10] calendar days following the receipt of the grievance. Failing settlement, Step 2 of the grievance procedure may be invoked.

Step No. 2

If the grievance is not settled at Step #1, the employee and a Union representative may, within five [5] calendar days of the date of receiving the answer of the Director [or if no answer is received under Step #1 then within five [5] calendar days after such answer ought to have been received] refer the grievance to the Director of Human Resources or her/his designate, who shall convene a meeting between the

parties at a mutually agreeable time and render a decision in writing within ten [10] calendar days of the meeting as set out herein.

Failing a satisfactory settlement at Step 2 of the grievance procedure, the grievance may be submitted to arbitration within twenty [20] calendar days after the reply at Step 2 is received.

- 9.04 The time limits set out in the Article are to be construed as mandatory. If a grievance is not submitted or advanced through the grievance procedure or to arbitration within the time limits set out, the grievance shall be deemed to be abandoned and all rights or recourse to the grievance shall be at an end. If an Employer response is not received within the time limits set out, the grievance shall be deemed to have been denied.

NOTE: Any of the time allowances provided in this Article may be extended by mutual agreement between the parties.

9.05 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration within twenty [20] calendar days and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten [10] days inform the other party of the name of its appointee to the Arbitration Board. The two [2] appointees so selected shall, within ten [10] calendar days of the appointment of the second of them, appoint an Arbitrator or if the two [2] appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Office of Arbitration upon request of either party. The Arbitration Board shall hear and determine the difference of allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.

- 9.06 Within ten [10] calendar days of the receipt of notice referred to in Article 9.05 above, either party may require a process for a Sole Arbitrator, selected where the grievance concerns:

- (i) A job posting;
- (ii) A short term layoff;
- (iii) Responsibility pay, premiums, overtime and call-in pay
- (iv) Entitlement to leave
- (v) Scheduling issues

All references in this Article to an Arbitration Board shall be taken to include a Sole Arbitrator.

- 9.07 The parties may, by written agreement, substitute a Sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 9.08 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to, or detract from any provisions of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chair.
- 9.09 An employee who is to be released, terminated, disciplined, suspended or discharged has the right to have a Union representative present at the time the discipline is imposed. The Bargaining Unit President or her/his designate shall be notified. A copy of the letter of discipline, suspension or discharge shall be provided to the Bargaining Unit President. If such discipline or discharge is considered an injustice, then the matter may be taken up as a grievance at Step 2 of the Grievance Procedure.
- 9.10 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or the Union's action or by any other arrangement which is just and equitable in the opinion of the parties.
- 9.11 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step #2 of the grievance procedure within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.
- 9.12 Where a number of Employees would be entitled to grieve separately they may present a group grievance in writing, signed by each Employee who is grieving to the Director of Human Resources, within ten [10] calendar days after the circumstance giving rise to the grievance have originated or ought reasonably to have come to the attention of the Employees. Group grievances shall be treated as being initiated at Step 2.
- 9.13 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chair or Sole Arbitrator as the case may be.

ARTICLE 10 – EMPLOYEE FILES AND COMPUTER TRAINING

- 10.01 Each employee shall have access to her/his personnel file. A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A request by an employee for a copy of other documents in their file will not be unreasonably denied.
- 10.02 Any letter of reprimand, suspension or other discipline will be removed from the record of an employee eighteen (18) months following the receipt of such letter,

suspension or other discipline provided that the employee's record has been discipline-free for such eighteen (18) month period. The Employer shall notify the employee and the Union of such removal.

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

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.

10.04 Where computers and/or new computer technology are introduced into the workplace that employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the employees involved.

ARTICLE 11 – SENIORITY AND SERVICE

11.01 (a) Seniority

Seniority will be based on the last date of hire for full-time employees.

For regular part-time employees (including job sharers) and for casual employees, seniority will accrue on the basis of hours paid.

(b) Service

Service will be based on the last date of hire for full-time employees and will accrue on the basis of hours paid for regular part-time employees (including job sharers) and for casual employees.

(c) One year of full-time service and seniority shall be equivalent to fifteen hundred (1500) paid hours of part-time service and seniority.

11.02 Seniority Conversion

An employee's seniority shall be retained in the event her/his status changes from full-time to regular part-time or casual (or vice-versa). An employee whose status is changed from full-time to regular part-time or casual shall receive credit for seniority on the basis of fifteen hundred (1500) paid hours for each completed year of full-time continuous employment from the most recent date of hire. An employee whose status is changed from regular part-time or casual to full-time shall receive credit for seniority on the basis of one year of seniority for each fifteen hundred (1500) paid hours from the most recent date of hire. Under this seniority conversion formula, seniority shall be pro-rated for partially completed years of continuous employment (e.g., an employee with 1.5 years' seniority would be credited with 2250 paid hours and an employee with 2250 paid hours would be credited with 1.5 years seniority) It is understood that in no circumstances shall an employee's seniority and service predate the employee's most recent date of hire.

11.03 Probationary Period/Probationary Employee

- (a) A full time employee shall be considered as a probationary employee for a period of eight hundred twenty-five (825) hours worked from his/her date of hire. All other employees shall have a probationary period of eight hundred twenty five (825) hours worked or nine [9] months of continuous employment, whichever is less.
- (b) If a need for an extension to the probationary period arises, based on the written evaluation of the employee's work, it can be extended by mutual consent between the Employer, the probationary employee and the Union. Such extension may be up to three (3) months.
- (c) For probationary employees, two (2) evaluations of the employee's work will be done before the completion of the probationary period. One (1) verbal evaluation will be completed no later than the twelfth (12th) week of the probationary period and a second evaluation (written) will be completed prior to the conclusion of the probationary period. The original written evaluation will be retained in the employee's file, with a copy provided to the employee.
- (d) A probationary employee may be released at the sole discretion of the Employer at any time during the probationary period for reasons based on performance or as otherwise provided within the Collective Agreement. Such release shall not be subject to the grievance procedure provided the release is made in good faith and is not contrary to law. It is understood that a release shall not be made for exercising a right under the Collective Agreement.

11.04 Seniority Lists

- (a) Separate seniority lists will be prepared twice per calendar year, as at the end of the pay period in which January 31 and July 31 fall and will be forwarded to the Union within fourteen [14]calendar days following the end of the applicable pay period.
- (b) An employee's name shall be added to the appropriate seniority list upon completion of the probationary period.
- (c) An updated integrated seniority list will be provided to the Union at time of layoff notice.
- (d) There will be three (3) separate seniority lists; 1) full-time employees, 2) regular part-time employees (including job sharers), and 3) casual employees.

Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists. If no written objections to the accuracy of the seniority lists are received by the Employer within thirty (30) calendar days of the posting, the seniority lists shall be deemed accurate. The Employer has sixty (60) calendar days from the date of posting to make the corrections and post the corrected lists. The thirty (30) calendar day time limit for filing written objections to the accuracy of the seniority list may be extended by agreement of the parties when an employee has been on a leave of absence extending throughout the thirty (30) calendar day period and has been unable to review the seniority list as a result following its posting.

- 11.05 An employee who accepts a position outside of the bargaining unit for up to one year shall retain but not accumulate seniority while in that position. Any extension to such assignment will be negotiated by the parties for issues relating to seniority retention. An employee will only be covered for a subsequent assignment out of the bargaining unit if in the interim they had returned to and worked in a bargaining unit position for at least the same duration as their previous assignment outside the bargaining unit.
- 11.06 (a) Seniority shall be retained and accumulate when an employee is absent from work under the following circumstances:
- (i) on an approved leave of absence with pay;
 - (ii) when in receipt of sick leave pay;
 - (iii) when in receipt of benefits under the Workplace Safety and Insurance Act;
 - (iv) on an approved leave of absence without pay of sixty (60) continuous calendar days or less;
 - (v) when absent on an authorized Pregnancy or Parental leave of absence.
- (b) Seniority shall be retained but not accumulate when an Employee is absent from work under the following conditions:
- (i) for a period of up to twenty four (24) continuous months after layoff
 - (ii) approved leave of absence without pay for more than sixty (60) days.
- 11.07 Seniority shall be lost and employment terminated:
- (a) when the employee is discharged and is not reinstated through the grievance procedure;
 - (b) when the employee is on layoff for a period of twenty-four (24) continuous months and is not recalled within that period;
 - (c) when the employee is absent from active employment for a period in excess of twenty-four (24) continuous months for reasons other than layoff, unless expressly provided for otherwise elsewhere in this agreement;
 - (d) when an employee is absent from scheduled work without notifying the employer and without providing a reasonable excuse for a period in excess of three (3) consecutive scheduled working days;
 - (e) resigns or retires;
 - (f) when an employee fails to return to work in accordance with receipt of notice of recall from layoff sent by registered mail to the employee's last known address;
 - (g) When an employee uses a leave primarily for a purpose other than that for

which it was granted.

11.08 Transfer to Position out of the Bargaining Unit

An employee who is transferred to a position outside of the bargaining unit for up to one year shall retain but not accumulate seniority while in that position. An employee will only be covered for a subsequent transfer out of the bargaining unit if in the interim they had returned to and worked in a bargaining unit position for at least the same duration as their previous assignment outside the bargaining unit.

ARTICLE 12 – JOB POSTING

12.01 The Employer agrees to post notices of vacancies greater than six [6] months in length.

12.02 Where a position is posted, the posting shall include the following information: Employment Status [Full time or Part time]; Job Title/Classification; Branch; Hours of Work; and Team.

12.03 When a position becomes vacant or a new position is created, the Employer will post an appropriate notice on all bulletin boards designated for job postings for seven [7] calendar days in order that employees who wish to apply may do so in writing as instructed on the posting. Notice of the posting shall be provided to employees by Electronic Mail, Voice Mail, and mailed to those employees who are on a leave of absence or layoff.

A copy of such notice will be forwarded to the Bargaining Unit President by email on the date it is posted.

12.04 Filling of posted vacancies within the bargaining unit shall be based on:

- (a) Ability, experience and skills;
- (b) Seniority

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

All internal applicants will be notified of the outcome of the posting and the name[s] of the successful applicant[s] shall be posted by the Employer and copied to the Bargaining Unit President.

If no qualified employee applies, such vacancy shall be posted externally and/or filled at the discretion of the Employer.

At the request of the applicant, the Employer will discuss with the unsuccessful applicant ways in which she/he can improve their qualification for future postings.

12.05 An employee who is successful in applying for a posted position may be considered for another position before she/he has completed six [6] months in the original position.

It is understood that an employee will be considered if the application to the vacancy would result in a change in her/his status from regular part time to regular full time; regular full time to regular part time; or, casual to regular full time or regular part time.

- 12.06 An employee will be able to advise the Director of Human Resources or designate in writing prior to any absence of longer than seven (7) calendar days indicating her/his interest in working in another Branch or position of the Employer should a vacancy be posted during that absence. Prior to commencing her/his absence, the employee shall provide the Employer with contact information (this information shall include a designate) to enable the Employer to e-mail or fax a copy of the posting to the employee or designate during the absence. The Employer shall e-mail or fax the posting to the employee or designate within one work day of the date of posting and the employee or designate, in order for the employee to be considered for the vacancy, must e-mail or fax the Employer back indicating the employee's interest in being considered for the vacancy no later than the close of the posting. Such applicant must be available to participate fully in the selection process no later than ten (10) work days after the close of the posting or at some other later time set by the Employer.
- 12.07 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been completed and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the position.
- 12.08 A vacancy shall exist when the Employer deems that a position be filled and where:
- (a) an existing position is permanently vacated by the regular incumbent;
 - (b) an existing position is temporarily vacated by an employee while on an approved leave of absence for a period in excess of six [6] months;
 - (c) one month's notice of intention not to return to work has been received by the Employer from an employee on leave of absence for pregnancy or adoption;
 - (d) a new position has been created in the bargaining unit.
- 12.09 It is understood that if the Employer posts a position requiring a degree as a basic requirement, full time and part-time Case Managers employed as of the date of ratification of this Collective Agreement shall not be denied the right to apply and her/his application will receive equal consideration.

ARTICLE 13 – LAYOFF AND RECALL

- 13.01 A layoff is defined as a reduction in the regular hours of work in a position or the elimination by the Employer of one or more bargaining unit positions.
- 13.02 In the event of a pending layoff of a permanent or long-term nature, the Employer shall:
- (a) Provide the Union with thirty [30] days' notice in advance of notice to the employees;
 - (b) Meet with the Union to review the following:
 - (i) The reasons causing the layoff;
 - (ii) The service which the Employer will undertake after the layoff;

- (iii) The method of implementation, including areas of cutback and the employees to be laid off;
- (iv) Methods of reducing the impact of the layoff, which may include re-deployment and/or reducing hours rather than laying off employees. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours, or some other alternative to layoff [except alternatives involving reductions in compensation] is in the best interests of the HNHBC CCAC clients, agreement on the alternatives will not be unreasonably withheld.

It is understood that permanent or long-term nature means a layoff which will be longer than thirteen [13] weeks.

13.03 A layoff of full-time or regular part-time employees shall be made on the basis of seniority initially within the classification and Branch, status [full time or regular part time], and current hours of work. It is understood that prior to the laying off of any full-time or regular part-time employees, temporary employees in the classification and Branch where the layoff is going to occur will not be laid off but will be released first, followed by the release of probationary employees in the classification and Branch where the layoff of full-time or regular part-time employees is going to occur. It is understood that casual employees shall remain in the casual employee pool and do not have any bumping rights.

13.04 The Employer shall provide notice of indefinite layoff as required by the Employment Standards Act or pay in lieu of such notice, or a combination of both, to an affected Employee. A copy of the notice of layoff will also be provided to the Bargaining Unit President.

13.05 An employee who has received layoff notice shall have the following options available:

- (i) To exercise their right to bump as outlined in Article 13.06;
- (ii) To post to a vacant position for which the posting process has been completed and no successful applicant has been appointed, provided the employee has the necessary qualifications and ability to do the work without training, other than a five (5) day orientation or up to ten (10) days as determined by the Employer;
- (iii) To accept the layoff;
- (iv) To opt to retire'
- (v) To accept redeployment.

13.06 When an employee elects to exercise her/his seniority rights, she/he shall bump the least senior employee of the same status, current hours of assignment and classification within the same Branch provided such employee has the necessary qualifications and ability to do the work without training, other than a five [5] day orientation or up to ten [10] days as determined by the Employer.

Employees who are unable to bump the least senior employee of the same status within the same or lower classification and Branch shall bump the least

senior of either status, in the same or different classification, in the same or different Branch, provided such employee has the necessary qualifications and ability to do the work without training, other than a five [5] day orientation or up to ten [10] days as determined by the Employer.

- 13.07 Employees will inform the Employer of their decision to bump or accept the layoff within three [3] working days of;
- (i) The Employer providing to the Union the information contemplated by Article 13.02; or,
 - (ii) The receipt by the employee of her/his notice of layoff, whichever is later.
- 13.08 A laid off employee shall have recall rights and shall continue to retain seniority for a period of twenty-four [24] months. After this period has elapsed, the employee's name shall be removed from the seniority list and she/he shall be deemed to have been terminated.
- 13.09 Full time and regular part time laid off employees may accept casual work from the Employer during her/his period of layoff without prejudicing her/his rights under this Article [but it shall not affect the time period under Article 13.08]. The refusal of casual shifts will not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits programme, for recall, and for other purposes under the layoff or seniority clauses shall be unaffected during the periods of time worked. Laid off employees shall advise the Employer in writing of their interest in accepting casual work at the time they provide their decision under Article 13.07.
- 13.10 Laid off employees shall be entitled to apply for posted vacancies.
- 13.11 The Employer shall allow a laid off employee to participate in the group benefits plan [as allowed by the carrier and except for short and long-term sickness and income protection and may make pension contributions as may be permitted by HOOPP] during her/his period of layoff [to a maximum of twenty-four [24] months following the date of layoff] provided she/he pays both the Employer and employee share of these premiums and/or contributions by arranging to pay the full premiums to the Employer, in advance, on a quarterly basis.
- 13.12 Provided the employee has the necessary qualifications and ability to do the work without training, other than an orientation of up to ten [10] days, laid off employees may be considered, in order of seniority, for temporary recalls and shall advise the Employer as to whether they are interested in such recalls. Employees recalled shall not be entitled to further notice of layoff or bumping rights. The time used to determine the employee's entitlement for continuing in the benefits programme, for recall, and for other purposes under the layoff or seniority clauses shall be unaffected during the period of time worked. Employees temporarily recalled will be paid the percentage in lieu of benefits. Otherwise, employees temporarily recalled have all the rights of other recalled employees. Laid off employees shall advise the Employer in writing of their interest in temporary recalls at the time they provide their decision under Article 13.07.
- 13.13 A full-time or regular part-time employee who is laid off and who accepts a temporary recall or casual work shall accumulate seniority for the duration of the temporary recall or casual work on the basis of hours paid.

- 13.14 (a) Recall to a regular part time or full time position shall be in order of seniority and to a position for which the employee has the necessary qualifications and ability to do the work without training, other than an orientation of up to ten [10] working days to assist her/him to meet the staffing requirements of the Employer.
- (b) Recall notices shall be sent by registered mail to the last address filed with the Employer and a copy shall be provided to the Bargaining Unit President.
- (c) An employee with recall rights must notify the Employer of any change of address.
- (d) An employee shall respond to the registered notice of recall within seven [7] calendar days and shall be available to work within an additional fourteen [14] calendar days unless otherwise agreed in writing.
- (e) If within seven [7] calendar days after notice of recall, an employee fails to notify the Employer that she/he intends to return to work, or, if she/he fails to return to work within an additional fourteen [14] days, she/he shall lose all seniority, her/his name shall be removed from the seniority list and she/he shall be deemed to have been terminated, unless a reason satisfactory to the Employer can be provided.
- 13.15 For layoffs other than long-term layoffs, the Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service, which the Employer will undertake after the layoff.
- 13.16 (a) The Employer will not hire new employees into the bargaining unit where there is an employee on layoff who has the qualifications, experience, skill and ability for the position provided the position is the same classification as the position from which the employee was laid off and except where the laid off employee has completed their rights under the layoff language herein.
- (b) Notwithstanding Article 13.16(a) above, the Employer may hire casual employees to ensure it has a sufficient casual employee pool to meet its operational requirements. When full-time or regular part-time employees remain on layoff, casual employees may only be hired or used if there is work available that has been offered and refused by laid off full-time or regular part-time employees who have made themselves available for casual work in accordance with Article 13.09 and have provided availability in accordance with the casual employee scheduling requirements in Article 17 of the Collective Agreement.
- 13.17 For the term of this Agreement, employees who are permanently laid off shall receive severance pay as required by the Employment Standards Act.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 (a) Union Leave
- The Employer agrees to grant leaves of absence without pay to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings and to any employee elected to the position of Local Co-ordinator provided such leave will not

interfere with the efficient operation of the Employer; however, such leaves shall not be unreasonably denied. The Union must give at least ten (10) working days' notice in writing to the Employer where practical in advance of the leave of absence for Union business. During such leave of absence, an employee's salary and benefits (or percentage in lieu of benefits as the case may be) shall be maintained by the Employer. The Employer will bill the Union for the employee's salary and applicable benefits for the period of the leave and the Union shall reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Employees will receive service and seniority credit for all leaves granted under this Article.

The Employer agrees to provide up to 35 hours per month paid time off for the Bargaining Unit President for the purpose of conducting union business related to the administration of the collective agreement between the parties and matters related thereto. Such hours to be taken at times mutually agreed between the Bargaining Unit President and her Manager. This time may neither be carried over beyond the month in which it is allocated nor transferred to others unless the Bargaining Unit President is on leave for more than thirty (30) days and then the Acting Bargaining Unit President will be provided with the time off.

(b) Leave for Board of Directors/Local Coordinator

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted a leave of absence without pay as she or he may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided 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 benefits.

(c) Leaves for ONA President

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

(d) ONA Provincial Committee

An employee who is elected to a provincial committee of the Ontario Nurses' Association, may be granted a leave of absence without pay to fulfill the

duties of his/her position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. 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 elsewhere in this agreement. 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 benefits.

14.02 Regulatory College

A leave of absence may be granted to employees who are elected to a regulatory College to attend regularly scheduled meetings of the regulatory College. Such leave shall not be unreasonably denied and shall be with pay for those hours that overlap with the employee's scheduled hours of work up to a maximum of seven (7) hours per month. The remainder of such leave shall be without pay.

14.03 Bereavement Leave

- (a) An Employee is entitled to up to five (5) working days leave with pay related to the death of his or her spouse (including common law or same sex spouse resident with the Employee), parent, or child (including child of common law spouse, step-child or ward of the Employee). For the purposes of this provision, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or her family. Additional leave of up to two (2) working days shall be granted where travel over 400 km is required.
- (b) An Employee is entitled to up to three (3) working days leave with pay related to the death of her step-father, step-mother, foster parent, brother, sister, step-brother, step-sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé, former legal guardian, father-in-law, mother-in-law, grandparent-in-law and any relative permanently residing in the Employee's household or with whom the Employee permanently resides. Additional leave of up to two (2) working days shall be granted where travel over 400 km is required.
- (c) An Employee is entitled to one (1) working day's leave with pay related to the death of her former spouse, aunt, uncle, niece, or nephew.
- (d) If, during a period of leave with pay, an Employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraphs (a) to (c) above, the Employee shall be granted bereavement leave with pay and the end date of her leave with pay under the Agreement will be extended by the relevant number of day(s).
- (e) On request, the employees' manager or designate may grant a leave with or without pay for a period greater than that provided for in paragraphs (a) to (c) above.
- (f) One (1) days leave with pay may be granted at the discretion of the manager or designate to an employee to attend a funeral as a pallbearer.
- (g) Subject to client service and operational requirements, up to one-half day's leave with pay may be granted to attend the funeral of a colleague employed

by the CCAC.

- (h) Where it is necessary, because of distance, the employee may apply for a personal leave of absence without pay in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

14.04 Jury Duty and Court Attendance

- (a) An employee served with a jury notice or with a subpoena requiring attendance at a court shall forthwith notify his/her immediate Manager.
- (b) An employee shall be paid for time actually spent on jury duty or, in conjunction with her/his employment duties with the Employer, for time spent in attendance under subpoena at a court or at an inquest or at a hearing of a Regulating College of Ontario provided such employee furnishes to his/her immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received and provided that the employee pays to the Employer the amount of such remuneration other than mileage and meal allowances. An employee will only be reimbursed for hours spent in court or at an inquest if those hours were scheduled hours of work for the employee. Regular part-time employees will have their schedules adjusted to accommodate the hours spent attending court or inquest proceedings arising out of their employment.
- (c) Where the Employer requires an employee to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the Branch of the Employer where the employee works during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

14.05 Pregnancy and Parental Leave

- (a) Pregnancy leave and parental leave will be granted in accordance with the provisions of the Employment Standards Act, as amended from time to time except where amended in this provision.

In addition to the pregnancy leave and parental leave granted in accordance with the Employment Standards Act, an employee who was eligible for a pregnancy leave and/or parental leave may extend the leave for a period of up to twelve (12) months provided the Union agrees to extend the term accordingly for any temporary employee who is replacing her/him. Should the temporary employee not wish to continue for the extended time, that position will be posted subject to Article 12.01. The extended leave of up to twelve (12) months shall be without any pay and benefits; however, an employee may elect to continue participating in the group benefits plan (as allowed by the carrier) provided that she/he pays both the Employer and employee share of the premiums by arranging to pay 100% of the premium costs of the group benefits to the Employer prior to commencing the leave. The employee shall provide post-dated cheques to the Employer, in

advance, on a quarterly basis;

- (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. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- (c) The employee shall reconfirm her/his intention to return to work on the date originally approved in subsection (a) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated as required by the Employment Standards Act.
- (d) A full-time or regular part-time employee who is on pregnancy leave or parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act shall be eligible for a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly salary and the sum of her weekly Employment Insurance benefits and any other earnings. The eligible employee's regular weekly salary 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. For eligible birth mothers, the supplemental employment benefit shall be paid for up to the first seventeen (17) weeks of pregnancy leave and the first nine (9) weeks of parental leave. For eligible employees who are not birth mothers, the supplemental employment benefit shall be paid for up to the first seventeen (17) weeks of parental leave. The parties acknowledge their intention above to treat all birth mothers the same in terms of the supplemental employment benefit for pregnancy and parental leave and all non-birth mothers the same in terms of the supplemental employment benefit for parental leave.

14.06 Care Leave

Employees will be granted up to thirty-five (35) hours leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependant or parent(s), or to accompany them to obtain emergency medical care.

Fifty percent (50%) of the leave granted under this clause shall be provided by the Employer as paid leave. The remaining fifty percent (50%) will be contributed by the employee from the employee's accrued leave entitlements or as unpaid leave.

To the extent permitted by the Employment Standards Act (as it may be amended), any leaves (paid or unpaid) provided for in the collective agreement shall be inclusive of any leaves provided for under the Employment Standards Act.

14.07 Personal Reasons

- (a) Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Employer. Such written requests are to be made as far as possible in advance, shall state the reason for the leave, and the anticipated starting and return date. The Executive Director or designate will reply in writing except in cases of emergency.
- (b) Employees will be granted a leave of absence with pay and without loss of

seniority or service for the following reasons provided that the employee provides verification of the occurrence of the event upon request by her immediate Manager.

<u>Reason</u>	<u>Leave with Pay</u>
For moving from employee's principal residence	One (1) day's pay during the term of the collective agreement
Employee's attendance at Canadian Citizenship Court to take her/his personal oath of citizenship. Agreed on July 10, 2008	One (1) day's pay

14.08

Pre-Paid Leave Program

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with relevant provisions of the Income Tax Act and Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral, such one (1) year leave of absence to be completed within two (2) years immediately following the end of the four (4) years of salary deferral.
- (b) The employee must make written application to the Executive Director or designate at least six (6) months prior to the intended commencement date of the program (i.e., the date when the employee starts deferring salary under this program), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined in the discretion of the Employer. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee and the Employer.
- (d) Written applications will be reviewed by the Executive Director or designate. Leaves requested for the purpose of pursuing further formal education will be given priority.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the program altogether.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.

- (g) All deferred salary 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) The employee shall continue to receive applicable benefits during the four (4) years of salary deferral subject to the terms of the group benefits plan. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression, termination, severance and other benefits will be retained but will not accumulate during the year of the leave. During the year of the leave, employees may elect to continue participating in the group benefits plan if they pre-pay 100% of the premium costs of the benefits before commencing the leave and provided the carrier will agree to continue coverage. The employee must provide post-dated cheques to the Employer upon commencement of the leave. During the year of the leave, the employee may continue the Employer and employee share of pension contributions as may be permitted by HOOPP. Notwithstanding the above, employees will not be eligible to participate in the sick leave and the long term disability income plan during the year of the leave.
- (i) An employee may withdraw from the program at any time during the deferral portion provided three (3) months notice is given to the Executive Director or designate. Deferred salary will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave and will endeavour to provide as much notice of postponement of the leave as is reasonably possible. The employee will have the option of remaining in the program and rearranging the leave at a mutually agreeable time or of withdrawing from the program and having the deferred salary paid out to the employee within a reasonable period of time.
- (l) At the conclusion of the leave, the employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with Article 14.08 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

14.09 Secondments

The right to approve a secondment rests solely with the Employer. Should the secondment involve a bargaining unit member, the parties will meet to determine the terms of the secondment. Any agreement reached will prevail over the terms of the Collective Agreement.

14.10 Family Medical Leave

An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act. An employee shall advise the employer as far in advance as possible with respect to the leave of absence.

14.11 Educational Leave

The parties acknowledge that the responsibility for professional development is shared between the employee and the Employer. In this regard, the parties will endeavour to provide flexible work schedules to accommodate the employee's time off requirements.

- (a) Information concerning professional meetings, educational courses and/ or workshops pertaining to any aspect of work shall be posted on bulletin boards in the office and shared electronically by the Employer as far as possible in advance so that employees may apply for leave of absence for the course.
- (b) The Employer shall continue the employee's salary and shall pay registration expenses and shall contribute to reasonable travel and living expenses for all approved educational meetings, courses and/or workshops, etc. Such leave shall, where reasonably possible, be rotated amongst the staff on an equitable basis.
- (c) Upon mutual agreement between the Manager and the employee, hours of work may be altered in order to permit attendance at educational courses.

14.12 Storm Leave

If the office is closed by the Executive Director or her/his designate due to weather conditions preventing the employee from reporting to the CCAC Branch Office or causing the employee to leave the office early then the employee shall not suffer a loss of regular pay for the time lost on that day.

14.13 Employee Benefits During Unpaid Leaves of Absence

- (a) When an employee is granted an unpaid leave of absence, the Employer shall continue to pay its share of the premium costs for group benefits during the calendar month in which the leave commences and for the month immediately following. Following this period, an employee may elect to continue participating in the group benefits plan (as allowed by the carrier) provided that she/he pays both the Employer and employee share of the premiums by arranging to pay 100% of the premium costs of the group

benefits to the Employer prior to commencing the leave. The employee shall provide post-dated cheques to the Employer, in advance, on a quarterly basis;

- (b) Seniority, service, vacation credits, sick leave credits and all other entitlements under the collective agreement will not accumulate during the unpaid leave of absence, but will remain fixed at the amount held at the commencement of the leave. Such entitlements shall begin accumulating again upon the employee's return from such leave of absence;
- (c) The employee's anniversary date for salary increases shall be adjusted by the period of the unpaid leave of absence that exceeds thirty (30) consecutive calendar days, and the new anniversary date shall prevail thereafter;
- (d) For employees in receipt of benefits under the Workplace Safety and Insurance Act and throughout the first twenty-four (24) months after the employee is injured, the Employer shall continue to pay its share of the premium costs for the group benefits plan in respect of which the Employer was making contributions at the time of the employee's injury provided the employee continues to pay her/his share of the premium costs while she/he is absent from work;

ARTICLE 15 – PAID HOLIDAYS

15.01 Each employee shall be entitled to a holiday with pay on each of the following days or a day declared in lieu thereof, at the discretion of the Executive Director:

New Year's Day
 Family Day (3rd Monday in February)
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Two (2) Float Holidays

An employee will be granted up to two (2) hours off with pay, subject to the approval of that employee's Manager, to attend a Remembrance Day Service whenever Remembrance Day falls on a regular work day.

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

- (a) legitimate illness or accident, which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;

- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

- 15.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal day's work. Holiday pay will be pro-rated accordingly for regular part-time employees.
- 15.04 An employee who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay and, where the employee is entitled to the holiday with pay under the requirements of Article 15.02, her regular wages or a lieu day in addition thereto. Any lieu day shall be scheduled at a time mutually agreeable to the Employee and her immediate supervisor within a one hundred eighty (180) day period following the holiday failing which the lieu day will be paid out as a regular day's pay.
- 15.05 If the holiday is observed on a normal working day during an employee's vacation, the day observed as a holiday shall not count against the employee's vacation entitlement.
- 15.06 If the holiday is observed on a normal working day when an employee is on paid sick leave, the day observed as a holiday shall not count against the employee's sick leave entitlement.
- 15.07 Casual employees will receive an amount equal to 3.46% of their regular straight-time hourly rate in lieu of any holiday pay entitlement.

ARTICLE 16 - VACATIONS

- 16.01 The vacation year is the Employer's fiscal year and this means that employees will be given their vacation entitlement as at the beginning of the Employer's fiscal year or from their date of hire. Vacation days taken will be deducted from their vacation bank.
- 16.02 Employees will submit their proposed vacation schedule by the following dates:
- (a) By February 1st – for vacations requested between April 1st and September 30th. An approved vacation schedule shall be posted by March 1st.
 - (b) By August 1st – for vacations requested between October 1st and March 31st. An approved vacation schedule shall be posted by September 1st.
 - (c) Requests received after the dates listed in (a) above and (b) above will be granted on a first come, first served basis. Approval for such requests shall be made in writing within 10 calendar days of the receipt of the request.
 - (d) All vacation time off must be approved. Conflicts in requests shall be determined by seniority.
 - (e) No changes shall be made to the approved vacation except by mutual consent of the employee and the Manager.
 - (f) All vacation credits earned should normally be taken as vacation and not

accumulate from vacation year to vacation year. Employees shall be allowed to carry over earned vacation into the next vacation year of not more than five (5) days per year and any days in excess of five (5) days will not be paid and will be scheduled by the Manager. Employees may request, in writing, approval to carry forward up to ten (10) days per year under special and extenuating circumstances.

- (g) An employee who leaves the employ of the Employer, for any reason, shall be entitled to receive any unpaid vacation pay, which has accrued to her to the date of her termination. Conversely, any vacation days taken in excess of vacation accrued to the date of her termination shall be recovered as a set off against any wages or other monies owing to the employee upon termination.

16.03

Effective from the date of ratification of the collective agreement, full-time employees shall receive vacation according to the following schedule who have:

- (a) Completed less than one year of continuous service as of the end of the Employer's fiscal year: 1.54 days with pay for each completed 4 week period of service.
- (b) Completed one (1) or more years but less than four (4) years of continuous service: twenty (20) days with pay.
- (c) Completed four (4) or more years but less than six (6) years of continuous service: twenty-one (21) days with pay.
- (d) Completed six (6) or more years but less than eight (8) years of continuous service: twenty-two (22) days with pay.
- (e) Completed eight (8) or more years but less than ten (10) years of continuous service: twenty-three (23) days with pay.
- (f) Completed ten (10) or more years but less than twelve (12) years of continuous service: twenty-five (25) days with pay.
- (g) Completed twelve (12) or more years but less than fourteen (14) years of continuous service: twenty-six (26) days with pay.
- (h) Completed fourteen (14) or more years but less than sixteen (16) years of continuous service: twenty-seven (27) days with pay.
- (i) Completed sixteen (16) or more years but less than eighteen (18) years of continuous service: twenty-eight (28) days with pay.
- (j) Completed eighteen (18) or more years but less than twenty (20) years of continuous service: twenty-nine (29) days with pay.
- (k) Completed twenty (20) or more years of continuous service: thirty (30) days with pay.
- (l) A full-time employee who has completed thirty (30) years or more of continuous service will receive one (1) day paid vacation for each completed year after thirty (30) to a maximum of thirty-five (35) days.

- 16.04 (a) Temporary employees shall receive vacation in accordance with the provisions of the *Employment Standards Act*.
- (b) Temporary employees shall receive vacation pay as a percent in lieu with each paycheque.
- 16.05 Regular part-time employees shall be entitled to vacation pay for all hours worked at their regular straight-time hourly rate (paid as a percent in lieu with each paycheque) and unpaid vacation time on the following basis:
- Completed less than one (1) year of continuous service: 6% (15 days)
 Completed one (1) or more years and less than twelve (12) years of continuous service: 8% (20 days)
 Completed twelve (12) or more years of continuous service: 10% (25 days)
 Completed twenty (20) or more years of continuous service: 12% (30 days)
- Casual employees shall be entitled to vacation pay for all hours worked at their regular straight-time hourly rate (paid as a percent in lieu with each paycheque) as per the applicable percentages in the formula above for regular part-time employees.
- For the purposes of this provision, one thousand five hundred (1500) paid hours shall be equivalent to one (1) year of continuous service. A casual employee whose status is changed to full-time shall, for purposes of vacation entitlement under Article 16.03, receive credit for continuous service on the basis of one (1) year of continuous service for each one thousand five hundred (1500) paid hours from the most recent date of hire.
- 16.06 Where changes in scheduled vacations are permitted by the Employer, a senior employee will not be permitted to bump a more junior employee whose vacation has been previously scheduled.
- 16.07 A newly hired full-time employee may request to take accumulated vacation after having completed six (6) months' continuous service, provided that the probationary period has been completed.
- 16.08 An Employee may be limited to a maximum of two (2) consecutive week's vacation in July or August.

ARTICLE 17 – HOURS OF WORK AND PREMIUM PAY

- 17.01 The regular hours of work for full-time employees shall be seventy (70) hours per two (2) week period. The normal workday for full-time employees shall be seven (7) hours, exclusive of a one (1) hour unpaid meal period, or ten (10) hours exclusive of a one (1) hour unpaid meal period. In each half day, the Employer shall allow one fifteen (15) minute paid rest period.
- 17.02 The Employer agrees to provide forty-five (45) calendar days notice to full-time and regular part-time employees of a change in the start or finish time of her shift.
- 17.03 (a) Any hours to be worked in excess of regularly scheduled hours must be pre-authorized by the supervisor.
- (b) Where regular part-time and casual employees have all worked 35 hours in a week and the Employer decides to schedule overtime, such scheduled

overtime will first be offered to full-time or regular part-time employees whose name is on the Extended Hours Roster on a rotational basis by seniority on a branch by branch basis.

- (c) Any full-time or regular part-time employee can advise the Employer, in writing, that they wish to have their name added to the Extended Hours Roster for overtime hours. Such roster shall be accessible on the intranet and updated monthly.

17.04 For full-time employees whose normal work day is seven hours and for regular part-time employees, all time worked in excess of thirty-five (35) hours per week (to be calculated on a Sunday to Saturday week) shall be considered as overtime provided the overtime work is authorized by the employee's Manager or designate. For full-time employees whose normal work day is ten hours, all time worked in excess of forty (40) hours in a week (to be calculated on a Sunday to Saturday week) shall be considered as overtime provided the overtime worked is authorized by the employee's Manager or designate. Employees who work overtime shall receive payment at the rate of time and one-half (1-1/2) their regular straight-time rate or, in the alternative, a full-time employee can elect to bank time off in lieu at one and one-half (1-1/2) time up to a maximum of 35 total hours in any fiscal year. Lieu time must be taken with the approval of the employee's Manager or designate by February 28 of the fiscal year in which it is earned, failing which it shall be paid out in March of that fiscal year.

17.05 Shift Premium

An employee who is scheduled to work for three (3) or more hours after 4.00 p.m. will be paid a shift premium of one dollar and forty cents (\$1.40) cents for all hours worked after 4:00 p.m., Monday to Friday. A shift premium of one dollar and sixty cents (\$1.60) will be paid for all hours worked on Saturday or Sunday.

17.06 No Pyramiding

It is understood that employees shall only be entitled to receive one (1) overtime or other premium in respect of the same hours of work. Where more than one overtime or other premium could be applicable to the same hours of work, it is the highest premium that shall be paid only.

- 17.07
- (a) The Employer will make reasonable efforts to hire and maintain appropriate staff (e.g. full-time, regular part-time, and casual) to cover evening and weekend shifts.
 - (b) In the absence of sufficient staff to cover such shifts, the Employer will first endeavour to schedule casual staff.
 - (c) In the event that sufficient casual staff cannot be scheduled the Employer will endeavour to schedule regular part-time staff.
 - (d) In the event that sufficient casual staff and regular part-time staff cannot be scheduled the Employer will go to the Extended Hours Roster under Article 17.03(b).
 - (e) In the event that sufficient staff cannot be scheduled from the Extended Hours Roster the Employer will seek volunteers.

- (f) Should a volunteer not be found, then the Employer may assign the shift(s) to qualified full-time or regular part-time employees, who have completed their probationary period, on a rotating basis starting at the bottom of the seniority list and moving upwards. Such employees will receive a minimum of 24 hours notice of such an assignment and will be paid at double time.

17.08 Stand By

When available staffing is limited, staff may be asked to volunteer for stand by for weekends with paid holidays or contiguous to a paid holiday (e.g. Labour Day). In addition, this may apply to stand by for paid holidays which are not contiguous to a weekend. Assignment of stand by shifts would normally be for the full shift, but will not preclude shifts of not less than four (4) hours where mutually agreed.

An employee who has volunteered for and is assigned for duty on stand by shall receive stand by pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of stand by scheduled by the Employer. If an employee is called to work from stand by where she has to work outside her home, she shall receive a minimum of four (4) hours pay at her regular rate of pay. The employee shall cease receiving the stand by premium for those hours that she works under the preceding sentence.

17.09 Reporting Pay

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

17.10 Employees shall not be scheduled for split shifts in a day.

17.11 Shifts may be mutually exchanged between employees as long as all shifts are covered and such exchanges do not result in overtime costs to the Employer.

17.12 Regular part-time employees may indicate availability for extra shifts by submitting Availability Templates in the same manner as described in Article 17.13 for casual employees.

17.13 Casual Employees

- (a) Casual employees are not required to provide any specific level of availability but must confirm whether and when they are available. For the purposes of confirming their availability the Employer will provide casual employees with Availability Templates which each casual employee must complete and submit to the relevant Administrative Assistant to the Branch Director Client Services by the 15th day of the month for the upcoming month. For July and August Availability Templates must be submitted for all of July and August by June 15th. If a casual employee has provided availability and has been scheduled accordingly, the casual employee is required to work the shift(s) that she has been scheduled to work unless she is unable due to illness, bereavement, other approved leave under the *Employment Standards Act* or leave granted by the Employer.
- (b) All casual employees will choose a home Branch for the purposes of Article 2.02.
- (c) A casual employee who is called into work shall be paid a minimum of three

(3) hours at her regular rate of pay unless such time worked results in overtime, in which case the applicable overtime rate shall be paid.

17.14 Flex Time

The Employer shall consider requests from full-time and regular part-time employees to work flex time subject to the following:

- (a) The normal hours of work for employees are defined in Article 17.01.
- (b) Flex time is defined as a variation in the employee's hours of work as a result of staggered starting or finishing times.
- (c) It is understood that the hours of work between 0700 and 2100 hours may be flexed to meet the needs of the program or for an employee's personal reasons.
- (d) An employee may request that she be permitted to work on a flex time arrangement. Such requests are to be made in writing to the manager. Approval of such requests shall be at the sole discretion of the Employer.
- (e) For employees who are approved to work on a flex time arrangement, the parties shall sign letters of understanding concerning such arrangements. Such arrangements can be discontinued on thirty (30) days written notice by the employee or the Employer.

17.15 Compressed Work Week

The Employer shall consider requests for compressed work weeks from full-time employees and temporary employees in full-time term positions, provided that there is no detrimental impact on the achievement of the Employer's goals and objectives subject to the following:

- (a) A compressed work week results where the employee works and accumulates hours in excess of the regular seven hour shift, which time is then taken by the employee as a scheduled day off (SDO). SDOs must be taken during the period during which they are earned and cannot be carried over or accumulated.
- (b) An individual or members of a team may request that they be permitted to work a compressed work week. Such request is to be made in writing to the manager.
- (c) Approval of such requests is at the sole discretion of the Employer subject to assessing its feasibility, impact on service to clients and other employees and any other relevant factors. Permission to approve the request shall not be unreasonably withheld and reasons for refusal shall be provided to the employee within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
- (d) The period of accumulation cannot be less than one-half hour and must be regular and predictable. Accumulation of hours may occur at the beginning of the regular shift hours, during the meal period to a maximum of one-half hour, or the end of the regular shift hours, subject to the manager's approval.

The accumulation of break periods is not permitted.

- (e) Hours worked in excess of regular shift must not attract premium payments, except where such hours exceed seventy (70) in a bi-weekly period and have been pre-authorized by the manager. .
- (f) It is understood that an employee on a SDO cannot subsequently request to have that day changed to a sick or vacation day.
- (g) An SDO must be a regularly scheduled day, agreed upon in advance, that occurs no more than once in every 4 week period. For example one-half hour extra accumulated for fourteen of eighteen working days in a four week pay period may be taken as one full day off on the 19th or 20th working day of that four week pay period. The time must be earned before it is taken.
- (h) All requests will be assessed on a team basis, as team coverage for the employee on a SDO is required to be provided by the team. A reciprocal agreement between team members is encouraged.
- (i) The Employer reserves the right to modify, suspend, or dissolve a compressed work week where in the Employer's view there may be a detrimental impact on the achievement of the Employer's goals and objectives, the feasibility, impact on service to clients and other employees or other relevant factors, or changed circumstances (e.g. a change on a team such as the long term absence of a team member, a vacancy on the team, etc.). The Employer will provide the Union a minimum of 30 days notice where it intends to modify, suspend or dissolve a compressed work week. Such modification, suspension or dissolution of a compressed work week shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
- (j) The following peak periods shall be considered "black-out" periods. During the summer black-out period hours cannot be accumulated nor SDOs taken. During the Christmas and March Break black-out periods hours can be accumulated but SDOs cannot be taken:
 - (i) Christmas period: December 17 – January 5
 - (ii) March Break period week of
 - (iii) Summer period: July 1 – August 31

ARTICLE 18 – JOB SHARING

- 18.01
- (a) Two employees (full-time or regular part-time) in the same Branch who have completed probation and are employed in the same classification may request in writing to their manager to share one full-time position.
 - (b) Where one (1) full-time employee who has completed probation requests to job share his/her position and his/her manager approves the request, the balance of the position shall be posted.
 - (c) The request shall be limited to splitting the hours of one full-time position into two parts over a bi-weekly period.

- 18.02 Approval of such requests is at the sole discretion of the Employer subject to assessing its feasibility, impact on service to clients and other employees and any other relevant factors. Permission to job share shall not be unreasonably withheld and reasons for refusal shall be provided to the employees within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
- 18.03 Employees involved in a job sharing arrangement will be considered regular part time with their salary and benefits prorated in relation to their hours of work, and will be covered by the applicable provisions of the Collective Agreement and in accordance with the benefit policies.
- 18.04 It is understood the job sharers will structure their work and schedules, in consultation with their manager, to ensure that quality of service to clients is maintained, productivity and performance standards are achieved and no additional costs accrue to the Employer.
- 18.05 Job Sharers, as a condition for participating in the job share arrangement shall endeavour:
- (a) To cover each others' vacation and other planned absences and ensure an equitable distribution of paid holidays in establishing their work schedules and to make every reasonable effort to cover each others unplanned absences;
 - (b) To ensure the seamless performance of the position, as if occupied by a single incumbent.
- 18.06 In the event that one member of the job share team leaves the arrangement temporarily, e.g., pregnancy leave, the remaining partner will be first given the opportunity of assuming the position on a full-time basis for the duration of the absence. If she declines, the vacancy will be posted as a temporary position.
- 18.07 In the event that one member of the job share team leaves the arrangement permanently, the following shall apply in sequence:
- (a) The remaining job share partner will be given the opportunity of assuming the position on a full-time basis permanently.
 - (b) If the remaining job share partner declines the opportunity of assuming the position on a full-time basis permanently, the balance of the position shall be posted.
 - (c) If the vacant portion of the job share is not filled through the posting in (b) above, the job sharing arrangement is deemed to have ended and the Employer may post the original job share as a full-time position in which case the original job sharer will be assigned to a comparable regular part-time position.
- 18.08 The job sharers, the Union and the Employer shall be signatories to a written job sharing agreement that will be developed in conjunction with Human Resources.
- 18.09 The Union or the Employer may discontinue the job sharing arrangement with sixty (60) days written notice to the other party. The parties shall meet to discuss the reasons and subsequent disposition of the job sharers. If the end of the job sharing

arrangement results in the layoff of one or both of the job sharers, it is agreed that the sixty (60) days written notice and meeting between the parties are deemed to satisfy the parties' obligations under Article 13.02 of the Collective Agreement.

ARTICLE 19 – KILOMETRE ALLOWANCE

19.01 All employees shall be paid a kilometre allowance as follows:

Effective date of ratification: \$0.47 cents per kilometre.

Effective April 1, 2009: \$0.48 cents per kilometre.

Effective April 1, 2010: \$0.49 cents per kilometre.

ARTICLE 20 – SICK LEAVE

20.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full time and regular part-time employee. Subject to the provisions of this Agreement such employees shall accumulate sick credits at the rate of one and one-half (1-1/2) days per month to a maximum of one hundred and thirty (130) days.

20.02 The Employer shall notify each employee of the status of their sick credits on a monthly basis.

20.03 An employee may be required to submit a physician certificate with respect to any period of time she may be absent from her duties on sick leave if the absence is greater than five (5) days or there are reasonable grounds to suspect abuse. The Employer will reimburse to the employee any cost to the employee for the certificate required by the Employer upon submission of a receipt in this regard. If a physician's medical report is required by the Employer, the Employer shall pay any fee for such report, which is not payable by the employee's insurance plan.

20.04 Notification of illness will be made to the immediate manager or her designate.

20.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness or disablement which commenced prior to and continues into the scheduled vacation period, the period of such illness and disablement shall be considered sick leave.

(b) Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be in the hospital, the period of such hospitalization and post hospitalization shall be considered sick leave.

(c) Eligibility under (a) and (b) of this Article is conditional upon prompt notification of illness by the employee to her immediate manager or designate and submission of a physician certificate.

20.06 Regular part-time employees shall accumulate sick credits, on a pro-rata basis, reflecting their hours of work in relation to full time hours to a maximum accumulation of one hundred and thirty (130) days.

20.07 For the duration of this collective agreement, current employees of the Haldimand Norfolk Branch will be allowed to retain their current sick leave bank to a maximum

of two hundred [200] days. Sick days taken shall be deducted from the bank. Sick days shall not accumulate. Should a current employee of the Haldimand Norfolk Branch covered by this Article use sick days from his/her sick bank such that the bank is depleted to 130 days, that employee shall immediately transfer to the new sick leave plan.

- 20.08 An employee on extended sick leave as at the date of ratification will continue on their current sick leave plan. Upon their return to work, they will transfer immediately to the new sick leave plan.

ARTICLE 21 - BENEFITS

- 21.01 The Employer shall contribute towards the premium coverage of full-time participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

Group Life Insurance and Accidental Death and Dismemberment

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for group life insurance plan providing three (3) times annual salary as well as accidental death and dismemberment at two (2) times annual salary.

Extended Health Care & Dental Plan and Long Term Disability Plan (LTD)

- (b) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer for the extended health care plan and the dental plan.
- (c) Full-time employees (and regular part-time employees who were hired by the Hamilton Community Care Access Centre on or before May 23, 2001) are required to participate in the Long-Term Disability Plan subject to its terms and conditions and to pay 100% of the premium.

- 21.02 Regular part-time employees are eligible to participate in the above plans (if permissible under the plans) if they so desire, and the Employer's share of the premium contribution shall be the same as provided to full-time employees.

- 21.03 The Pension Plan is the Hospital of Ontario Pension Plan (HOOPP). Enrolment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that Plan. The Employer agrees to provide the Union with an annual report of investment earnings and actuarial assessments of the fund.

ARTICLE 22 – SALARIES AND CLASSIFICATIONS

- 22.01 Salary rates for the classifications covered by this Collective Agreement are set out in Schedule A.
- 22.02 Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay prior to posting the

position. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement. In such an arbitration, an Arbitrator or Arbitration Board shall be limited to establishing an appropriate rate in the context of the salaries for other classifications under the Collective Agreement.

- 22.03 Each full-time employee shall advance from her present level to the next level set out on the salary grid annually from the date of hire until she reaches the top level in the pay band. A regular part-time employee and/or a casual employee shall advance from her present level to the next level set out on the salary grid each 1500 hours worked, until she reaches the top level in the pay band.
- 22.04 For the purpose of placing newly hired employees on the salary grid, one step shall be credited for every year of relevant and related experience, it being understood that a newly hired employee can be placed no higher than step 5 on the salary grid.

ARTICLE 23 – MISCELLANEOUS

- 23.01 A bulletin board will be made available for the sole use of the Union at each office. The Employer will permit the Union to use the corporate email system only for the purpose of disseminating information concerning Union meetings, elections and social affairs.
- 23.02 The Employer will pay the full cost of criminal record checks for existing employees when it requires same. The Employer will pay the full cost of criminal record checks for all employees required by the Employer to have an updated criminal record check. New employees must provide a criminal record check when required by the Employer.
- 23.03 (a) The Employer shall undertake to supply all employees with a copy of the Collective Agreement, and the cost of doing so will be shared equally by the Union and the Employer.
- (b) The Employer shall undertake to supply all eligible employees with a copy of the benefits booklet.
- 23.04 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 23.05 Employees shall be paid on a bi-weekly basis. Payroll will be issued by direct deposit. Pay stub information will be provided electronically to each employee and will include the balance of vacation time and compensating time up to date. In the event an employee is on leave and is both not expected to return to work within two weeks of the pay date and does not have electronic access, the pay stub shall be mailed to their home address.

23.06 Cellular Phones

Employees who are normally required to conduct out-of-office business for the Employer such as home visits shall be provided with a cellular phone and services for business use at the Employer's expense.

23.07 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the employee with a letter detailing her or his employment dates, length of service and positions occupied with the Employer. In the case of part time employees such experience shall be expressed as hours worked.

23.08 The Employer shall reimburse an employee for the full cost of any medical certificate or medical examination that is required by the Employer. At the Employer's request, the employee shall supply an original signed medical certificate.

23.09 Communications

All communications between the parties to this Agreement shall be addressed to:

- (a) Director of Human Resources of the Hamilton Niagara Haldimand Brant Community Care Access Centre (CCAC) or her designate
- (b) The Bargaining Unit President of the CCAC Bargaining Unit of the Ontario Nurses' Association.

(d) Ontario Nurses' Association Labour Relations Officer

23.10 All employees are responsible for advising the Human Resources Department and the relevant Administrative Assistant to the Branch Director Client Services in writing of their current address and telephone number(s). The employees are further responsible for advising the Employer of any change(s) in their address or telephone number(s), in writing. Such updated information will be deemed to be the most current information for the purposes of contact, including scheduling.

ARTICLE 24 – DURATION AND RETROACTIVITY

24.01 This Agreement shall remain in full force and effect from the date of ratification to March 31, 2011.

24.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within the period of ninety (90) days prior to the termination date of this Agreement or any subsequent anniversary of termination.

Dated at Hamilton, Ontario, this 10th day of March, 2009.

FOR THE EMPLOYER

Christine Blinger

Spencer

Ingrid All

FOR THE UNION

Colleen Jonson
Labour Relations Officer

[Signature]
Bargaining Unit President

Delna Osborne

A. L. L.

Babs Kiesel Pennell

Wanda Reuter

Barbara Smith

LETTER OF UNDERSTANDING # 1

Between:

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

And:

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

Application of Article 2.03 to Placement Coordinators employed as of the date of ratification of this Collective Agreement.

It is understood that the following individuals (who are employed as a Placement Coordinator as of the date of ratification of this Collective Agreement) shall not lose their status as a Placement Coordinator by virtue of not meeting the requirements of Article 2.03:

Brant:

Darlene Gedney

Burlington:

Anne Belbin
Elise Ubriaco
Anna Warren

Haldimand-Norfolk:

Anita Chandler

Niagara:

Mary Beth Rebstock

LETTER OF UNDERSTANDING # 2

Between:

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

And:

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

Re: VACATION TRANSITION

Colleen Ionson
Labour Relations Officer
Ontario Nurses' Association

Dear Ms. Ionson:

I am writing to confirm our agreement in negotiations concerning one time transitional issues relating to Article 16 - VACATIONS.

In particular, I confirm that notwithstanding the Vacation or similar provisions of the predecessor Collective Agreements, the parties agree that effective the date of ratification of the new Collective Agreement the following shall apply on a one time only basis.

1. The implementation date of the new vacation year for all bargaining unit employees shall be April 1, 2009. For purposes of clarity, this means that between the date of ratification of the new Collective Agreement and March 31, 2009, the provisions of the predecessor Collective Agreements regarding the vacation year shall remain in effect, except as may be modified herein.
2. Effective April 1, 2009, the vacation year for all bargaining unit employees shall be the Employer's fiscal year [April 1 - March 31] and the provisions of the new Collective Agreement shall apply for all purposes with respect to vacation time and pay except as may be modified herein. This means that bargaining unit employees will be given their vacation entitlement as at the beginning of the Employer's fiscal year or from their date of hire.
3. Upon ratification of the new Collective Agreement any bargaining unit employee whose vacation entitlement is less than the top of the vacation entitlement grid as set out in the new Collective Agreement [ie. less than 30 days] but whose vacation entitlement is greater than that to which they are entitled under the new vacation entitlement grid, shall have their number of days of vacation entitlement red circled until the vacation grid meets or exceeds the number of red-circled vacation days (e.g. an employee with 25 days vacation who under the vacation grid in the new Collective Agreement would be entitled to 24 days vacation will have their 25 vacation days red-circled).
4. Employees Covered by the Collective Agreements Between Niagara and Burlington CCACs and ONA (the "Niagara and Burlington Employees")
 - (i) The Niagara and Burlington Employees had a vacation year July 1 - June 30; and,

- (ii) Vacation entitlement was determined by completed years of employment as of June 30 of the current vacation year;
 - (iii) On April 1, 2009, Niagara and Burlington Employees shall, on a one time only basis, receive three quarters [3/4] of the vacation they would have earned had the vacation year remained July 1, 2008 – June 30, 2009 (the “Transition Vacation”);
 - (iv) In addition, on April 1, 2009, the Niagara and Burlington Employees shall receive their vacation entitlement under the new collective agreement for the vacation year April 1, 2009 – March 31, 2010;
 - (v) It is understood that all vacation credits of Niagara and Burlington Employees, including the Transition Vacation, normally shall be taken as vacation and not accumulate from vacation year to vacation year. On a one time only basis, the Niagara and Burlington Employees shall be allowed to carry forward their Transition Vacation entitlement through the duration of the Collective Agreement (but not beyond the end of the collective agreement). For purposes of clarity, for the vacation year April 1, 2010 - March 31, 2011, Article 16.02(f) shall apply and no greater than five [5] vacation days shall be allowed to be carried forward to the vacation year commencing April 1, 2011 unless approval is given in writing for special circumstances to carry forward more than five [5] days.
 - (vi) On a one time only basis, Niagara and Burlington Employees shall be allowed to request, in writing, a pay out of [15%] fifteen percent of their Transition Vacation entitlement. Written requests for this pay out must be received by the Director of Human Resources or her designate no later than March 15, 2009.
5. Employees Covered by the Collective Agreements Between HALDIMAND NORFOLK and BRANT CCACs and ONA (the HN and Brant Employees”)
- (i) The HN and Brant Employees had a vacation year January 1 - December 31;
 - (ii) Vacation entitlement for the HN and Brant Employees was determined by completed year[s] of full time continuous service or a factor for full time continuous service of less than one year and was provided in advance;
 - (iii) On April 1, 2009, on a one-time-only basis HN and Brant Employees shall be entitled to twenty-five percent [25%] of the vacation entitlement they would have had had the vacation year remained January 1, 2009 - December 31, 2009 (the “Transition Vacation”);
 - (iv) In addition, on April 1, 2009, HN and Brant Employees shall receive their vacation entitlement under the new Collective Agreement for the vacation year April 1, 2009 - March 31, 2010;
 - (v) As soon as practicable following ratification of the new Collective Agreement, the vacation entitlement of the HN and Brant Employees shall be adjusted to include their Transition Vacation.
 - (vi) It is understood that all vacation credits of the HN and Brant Employees normally shall be taken as vacation and shall not accumulate from vacation year to vacation year. On a one time only basis the HN and Brant Employees shall be allowed to carry forward their Transition Vacation through the duration of the Collective Agreement but not beyond the end of the collective agreement only. For purposes of clarity, for the vacation year April 1, 2010 - March 31, 2011, Article 16.02(f) shall

apply and no greater than [5] five vacation days shall be allowed to be carried forward to the vacation year commencing April 1, 2011 unless approval is given in writing for special circumstances to carry forward more than [5] five days.

6. For purposes of clarity, any vacation entitlement set out herein shall be reduced by any vacation days taken in excess of vacation accrued as at April 1, 2009.

Yours truly,



Sheila Jaggard
Senior Director, Human Resources

LETTER OF UNDERSTANDING # 3

Between:

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

And:

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

Re: HOURS OF WORK IN EXCESS OF EIGHT HOURS (i.e. SEVEN HOURS EXCLUSIVE OF A ONE HOUR UNPAID MEAL PERIOD)

Colleen Ionson
Labour Relations Officer
Ontario Nurses' Association

Dear Ms. Ionson:

I am writing concerning our discussion in negotiation concerning hours of work beyond seven hours in a day.

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

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

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

Yours truly,


Sheila Jaggard
Senior Director, Human Resources

LETTER OF UNDERSTANDING # 4

Between:

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

And:

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


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

Colleen Ionson
Labour Relations Officer
Ontario Nurses' Association

Dear Ms. Ionson:

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

Yours truly,


Sheila Jaggard
Senior Director, Human Resources

LETTER OF UNDERSTANDING # 5

Between:

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

And:

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

Re: SICK LEAVE TRANSITION

Colleen Ionson
Labour Relations Officer
Ontario Nurses' Association

Dear Ms. Ionson:

I am writing to confirm our agreement in negotiations concerning one time transitional issues relating to Article 20 – Sick Leave.

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


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

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

More than 1 completed year of continuous service	18 days
More than 2 completed years of continuous service	34 days
More than 3 completed years of continuous service	51 days
More than 4 completed years of continuous service	68 days
More than 5 completed years of continuous service	85 days
More than 6 completed years of continuous service	102 days
More than 7 completed years of continuous service	120 days

2. For employees in the bargaining unit who immediately before the date of ratification of the new collective agreement were covered by the predecessor collective agreement between the HCCAC and OPSEU, they will start with their existing Sick Credit Accumulation Bank under Article 20 of the predecessor HCCAC and OPSEU collective agreement or a Sick Credit Accumulation Bank based on paragraph 1 above, whichever is greater.
3. This Letter of Understanding shall not have any application to employees hired after the date of ratification of the new collective agreement who shall accumulate sick credits from the date of hire pursuant to the provisions of Article 20 of the new collective agreement.

Yours truly,


Sheila Jaggard
Senior Director, Human Resources

ONA WAGE GRIDS

Harmonization

Position Name	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Case Manager Placement Coordinator	33.23	33.86	34.50	35.16	35.83	36.51	37.20	37.91	38.68

Effective April 1, 2008
3% Increase

Position Name	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Case Managers Placement Coordinators	34.23	34.88	35.54	36.21	36.90	37.61	38.32	39.05	39.84

Effective April 1, 2009
3% Increase

Position Name	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Case Managers Placement Coordinators	35.26	35.93	36.61	37.30	38.01	38.74	39.47	40.22	41.04

Effective April 1, 2010
3% Increase

Position Name	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Case Managers Placement Coordinators	36.32	37.01	37.71	38.42	39.15	39.90	40.65	41.43	42.27