

**COLLECTIVE AGREEMENT**

**Between:**

**NORTH SIMCOE MUSKOKA 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 a means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established under this Agreement. It is recognized that employees wish to work co-operatively with the Employer to provide the best possible services in a cost efficient manner.
- 1.02 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the North Simcoe Muskoka Community Care Access Centre employed as Registered Nurses, Case Managers and Placement Co-ordinators, and Temporary Class Employees employed by the NSM CCAC in any of the foregoing positions, save and except supervisors and persons above the rank of supervisor.

Clarity Note: It is understood that the bargaining unit description includes Transitional Care Coordinators.

- 2.02 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Union.

- 2.03 Contracting Out

The Employer shall not contract out work of the bargaining unit if, as a result of such contracting out, any bargaining unit employee other than a casual part-time employee is laid off, displaced or loses hours of work or pay.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the operation and management of the North Simcoe Muskoka Community Care Access Centre and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Ensure that the best possible client care is provided by the Employer and its employees and that any conduct of its employees which does not promote that goal is stopped or corrected forthwith;
  - (b) Maintain order, discipline and efficiency;

- (c) Hire, direct, schedule, classify, transfer, promote, demote, discharge, layoff and suspend or otherwise discipline employees, provided that a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
- (d) Establish and enforce reasonable rules and regulations to be observed by employees, provided that such are not inconsistent with the express provisions of this Agreement; and
- (e) Generally to manage and operate the North Simcoe Muskoka Community Care Access Centre in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation, location and number of employees required from time to time, the standards of performance for all employees and all other matters concerning its operations, functions and obligations.

3.02 The Employer will exercise its rights and administer the collective agreement in a fair and reasonable manner.

#### **ARTICLE 4 – DEFINITIONS**

##### 4.01 Full-Time

A regular full-time employee is someone who has a regular schedule providing seventy (70) hours of work bi-weekly.

##### 4.02 Regular Part-Time

A regular part-time employee is someone who has a regular schedule of work providing less than seventy (70) hours bi-weekly.

##### 4.03 Temporary Full-Time and Part-Time Employee

A temporary full-time or part-time employee is one who is engaged to perform a fixed term or task on a full-time or part-time basis. Such fixed terms or tasks will be greater than three (3) months in length, and will not normally exceed a twelve (12) month period, unless the parties agree otherwise in writing. These positions will be posted.

Such an employee is to be treated as a regular full-time or part-time employee for all purposes except insurance benefits for which the employee shall be treated as regular part-time. Notwithstanding the above, where the position is filled by an existing employee, the incumbent retains her/his previous “status” while filling the temporary position.

##### 4.04 Casual Part-Time

A casual employee is someone who works on an ad hoc basis, as required by the Employer, does not have an ongoing fixed schedule, and may decline casual work.

## **ARTICLE 5 – NO DISCRIMINATION**

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

5.02 The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

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.

5.03 It is agreed that there will be no discrimination or harassment by either party or by any employee covered by this agreement or agent of the employer on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, sex, sexual orientation, marital status, family status or disability and any other factor which is not pertinent to the employment relationship.

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

5.05 The Employer and the Union recognize their joint duty to accommodate employees with a disability in accordance with the provisions of the Ontario Human Rights Code.

5.06 Whistle Blowing Protection

Provided an employee has followed the policies or procedures issued by the Employer to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

## **ARTICLE 6 – NO STRIKE, NO LOCKOUT**

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

**ARTICLE 7 – UNION SECURITY**

7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has insufficient unencumbered earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has sufficient unencumbered earnings, within that month.

The Union shall notify the employer in writing of the amount of such dues. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

7.02 The Employer shall provide the Union with a list showing the names and Social Insurance Numbers (where this information is readily available to the Employer) of all employees from whom deductions have been made. The report will identify the name of the facility. The Employer will also identify all terminations and newly-hired employees. At least once per calendar year, the Employer will provide the Union with a list, which includes the addresses, shown on the Employer's personnel records, of all current employees of the bargaining unit.

7.03 The Employer shall include on each employee's T4 slip the amount of monies deducted in the previous year, and remitted to the Union, for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

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

7.05 The Employer agrees to allow, and the Union agrees to provide, a representative of the Union during regular working hours of the central orientation period, to interview newly hired employees for thirty (30) minutes.

7.06 (a) Upon employment a new employee shall be given a letter of acceptance and a copy of the letter of acceptance containing information pertaining to classification, the office to which the employee is assigned, social insurance number, home address, the need to provide a vehicle for employment and date of employment shall be given to the Union. Past experience and salary rate will be sent to the Union upon receiving written consent of the new employee employed. If the employee's employment should terminate for any reason the Union will be given the date the employee's employment terminated.

(b) Upon acceptance of a new position and/or classification of current employees within the Bargaining Unit, the employee shall be given a letter outlining the details of such position and/or classification. A copy of this letter will also be provided to the Bargaining Unit President or designate.

## **ARTICLE 8 – REPRESENTATION AND COMMITTEES**

### 8.01 Meetings

The parties recognize the value of employees' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the employee's regular working hours.

Where an employee is required by the Employer to attend meetings outside of regularly scheduled hours, she/he will be paid for all time spent in attendance at such meetings at their straight time hourly rate.

When committee members must travel between sites in the performance of their committee roles the Employer shall include the travel time at straight time as part of the meetings. Committee members will be reimbursed for mileage at the current rate. Such trips must be pre-approved by management.

8.02 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.

### 8.03 Negotiations Committee

The Employer will recognize a Negotiations Committee of four (4) Union representatives, one of whom will be the Bargaining Unit President. Meetings of this Committee and Employer representatives will be held at the request of either party at a mutually agreeable time. A representative of the Ontario Nurses' Association will attend all meetings in addition to the four (4) Union representatives.

The Employer agrees to keep whole the salary and benefits of the members of the Negotiating Team up to and including conciliation.

### 8.04 Grievance Committee

The Employer will also recognize a Grievance Committee of up to four (4) Union employees. This committee shall operate and conduct itself in accordance with the provisions of this Collective Agreement.

The employer agrees to pay for reasonable time spent during regular working hours for representatives of the Union while investigating and processing grievances.

### 8.05 Union-Management Committee

This Committee will be composed of three (3) representatives of the Union and an equal number of representatives of the Employer. The Employer agrees that the Union can make submissions in respect to staffing issues at the Union Management Committee during the budget development process.

The purpose of the committee includes, but is not limited to:

- i) promoting and providing effective and meaningful communication of information and the promotion of best practices;
- ii) discussing quality of work life issues and any other issues of mutual concern that are not subjects of grievances.
- iii) discussing and reviewing matters relating to orientation and in-service programs.

The Committee shall meet every three (3) months unless mutually agreed. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

#### 8.06 Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health at all workplaces in order to prevent accidents, injury and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of an employee.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least two (2) representatives, one of whom shall be certified, selected or appointed by the Union from amongst bargaining unit employees.
- (c) Meetings shall be held every three (3) months or more frequently at the call of the Chair, if required. The committee shall maintain minutes of all meetings and make the same available for review prior to the meeting.
- (d) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (e) The Employer agrees to cooperate in providing necessary information to enable the committee to fulfill its functions.
- (f) Any committee representative shall serve for a term of at least two (2) calendar years from the date of appointment.
- (g) A member of a committee is entitled to,
  - i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
  - ii) such time as is necessary to attend meetings of the committee; and

- iii) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.]" ref: *Occupational Health and Safety Act*, Sec. 9 (34)

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

- (h) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

8.07 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

8.08 The Union shall keep the Employer notified in writing of the names of the union representatives and/or committee members and Officers of the union appointed or selected under this Article as well as the effective date of their respective appointments.

8.09 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.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

9.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her employee representative. In the case of formal discipline, suspension or discharge, the employer shall notify the employee of this right, in advance.

9.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint.

Such complaint shall be discussed with her or his immediate supervisor 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 and failing settlement within ten (10) calendar days, it shall then be taken up as a grievance within ten (10) calendar days following advice of the immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

The employee may submit a written grievance, signed by the employee to her or his immediate supervisor. The grievance shall be on the form referred to in Article 9.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her or his decision in writing within ten (10) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within ten (10) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Senior Director of Human Resources and Organizational Development. A meeting will then be held between the Senior Director of Human Resources and Organizational Development and a representative of the Grievance Committee within ten (10) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Senior Director of Human Resources and Organizational Development or designate may have counsel and assistance as she or he may desire at such meeting. The decision of the Employer shall be delivered in writing within ten (10) calendar days following the date of such meeting. A copy of the second (2<sup>nd</sup>) step grievance reply will be provided to the Labour Relations Officer.

9.04 Policy Grievance

A complaint, or grievance, arising directly between the Employer and the Union concerning the interpretation, application, or an alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee where such an employee could herself grieve and the regular Grievance Procedure shall not thereby be circumvented. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

9.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Senior Director of Human Resources and Organizational Development within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 The Employer agrees to provide written reasons within ten (10) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period, without just cause. The Employer will also provide the Bargaining Unit President with a copy of such written reasons.

- 9.07 A claim by an employee, who has completed her or his probationary period, that she or he has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within ten (10) calendar days after the date the discharge or suspension is effected. Such grievance may be settled under the Grievance or Arbitration Procedure by:
- i) confirming the Employer's action in dismissing the employee, or
  - ii) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
  - iii) by any other arrangements which may be deemed just and equitable.
- 9.08 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer, the Association, and the employees.
- 9.09 Association grievances shall be on the forms set out in Appendix "B" .
- 9.10 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to Arbitration as hereinafter provided. If no written request for Arbitration is received within twenty-one (21) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

## **ARTICLE 10 – ARBITRATION**

- 10.01 When either party to this Agreement requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party and at the same time nominate a nominee to the Board of Arbitration. Within fourteen (14) calendar days thereafter the other party shall nominate a nominee and notify the other party. The two (2) nominees so appointed shall confer and attempt to select by agreement the Chairperson for the Board of Arbitration within fourteen (14) calendar days from the date such other party has nominated its nominee. If they are unable to agree upon such a Chairperson, they shall then request the Ministry of Labour for the Province of Ontario to appoint a Chairperson.
- In the event of default by either party in nominating its representatives to the Board of Arbitration, the other party may apply to the Ministry of Labour for the Province of Ontario who shall have the power to effect such an appointment.
- 10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 The Board of Arbitration shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 10.04 No matter shall be dealt with at arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.
- 10.05 The written decision of the majority of the Board of Arbitration or, if there is no majority, the decision of the Chairperson shall be final and binding upon the Employer, the Association and the employee or employees concerned.
- 10.06 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will jointly bear the fees and expenses of the chairperson of the Arbitration Board.
- 10.07 Upon mutual agreement of the parties, in writing, a single arbitrator may be substituted for the Board of Arbitration; in such case, all of the other provisions of this Article shall continue to apply as with the Board of Arbitration.
- 10.08 The parties may agree to waive, or extend, any of the time limits prescribed in this Article. However, any such agreement shall be expressed, in writing, and acknowledged by the parties.
- 10.09 All time limits are mandatory and failure to comply with a time limit shall result in the grievance or arbitration being deemed to be abandoned subject to the provision of the Ontario Labour Relations Act.

#### **ARTICLE 11 – PROFESSIONAL RESPONSIBILITY**

- 11.01 In the event that the Employer assigns a workload to an individual worker or group of employees, such that he/she or they have cause to believe that he/she or they are being asked to perform work of a quality or in a manner that is inconsistent with proper standards, he/she or they shall:
- (a) Promptly discuss the issue with his/her/their Manager or designate. If the issue remains unresolved, the employee(s) shall document the issue in writing to the Manager within ten (10) calendar days of the alleged improper assignment.
  - (b) Written response will be provided to the employee(s) and a copy to the Union, within ten (10) calendar days.
  - (c) Failing resolution of the issue and within ten (10) calendar days of the written response, the Union may forward the matter to the Chair of the Union Management Committee who will convene a meeting of the Committee to resolve the issue to the satisfaction of the parties. A copy of the agreed resolution shall be sent to the parties.
  - (d) Where the parties have not resolved the issue(s) raised in the complaint three (3) months after the complaint was filed, or where one or both of the parties feel that progress toward a solution is not being made despite attempts to do so in good faith, then either of the parties can inform the other of its desire to involve a third party dispute resolution expert who will attempt to mediate a resolution. Such individual will be agreed to by the parties within a period of thirty (30) calendar days from the date notice is

filed of desire to use an outside person. Such person shall convene a meeting as soon as is possible to commence the mediation process.

- 11.02 Any complaint lodged will include the following particulars: Date complaint filed and with whom; date/time of occurrence(s); summary of issue; client information as needed to initiate a resolution; suggested recommendations for resolution.

## **ARTICLE 12 – PROFESSIONAL DEVELOPMENT**

- 12.01 Employees shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. The parties acknowledge the Employer's commitment to provide in-service education and employees recognize their responsibility to participate in on-going professional development.
- (a) Staff education programs shall be offered by the employer for participation by all employees including part-time employees, subject to approval;
  - (b) An employee shall suffer no loss of regular pay by reason of his/her authorized participation in such programs;
  - (c) Mandatory in-service will be scheduled during regularly scheduled working hours.
  - (d) If an employee would like to attend a non-mandatory in-service session when not scheduled to work, he/she will discuss options for attending the in-service with her manager.
  - (e) Employees may request access to paid professional development days to enhance their professional practice. The Employer shall reimburse the employee for registration fees and approved expenses to attend such days. Such requests shall not be unreasonably denied.
- 12.02 A full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by Professional Colleges of Ontario or required in any recognized course in which employees are enrolled to maintain their professional qualifications related to their employment.
- 12.03 Where computers and/or new computer technology (e.g. computer charting) 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.

#### 12.04 Mentorship

At the discretion of the Employer, Employees may, from time to time, be assigned a formal mentorship role for a designated Employee. Mentorship is a formal supportive relationship between two (2) Employees, which results in the professional growth and development of an individual practitioner to maximize her or his practice. The relationship is time limited and focused on goal achievement. Assisting an employee with Orientation to the organization does not constitute mentorship.

The Employer will pay the Employee for this assigned additional responsibility of providing mentorship, a premium of sixty cents (60¢) per hour, in addition to her or his regular salary and any applicable premium allowance.

### **ARTICLE 13 - PERSONNEL FILE**

- 13.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt of such letter or suspension provided that such employee's record has been discipline free for such eighteen (18) month period.
- 13.02 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her 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 copy of the evaluation will be provided to the employee at her or his request.
- 13.03 Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of a representative from Human Resources. A request by an employee for a copy of documents in her/his file will not be unreasonably denied.
- 13.04 No document shall be used against an employee where it has not been brought to her or his attention in a timely manner.
- 13.05 An employee may request a letter of reference and the Employer shall comply.

### **ARTICLE 14 – SENIORITY AND SERVICE**

- 14.01 (a) Seniority and service will be based on last date of hire for full-time employees unless adjusted in accordance with the collective agreement and will accrue on the basis of hours paid for part-time employees.
- (b) One year of full time service and seniority shall be equivalent to fourteen hundred (1400) paid hours of part-time service and seniority.
- (c) Casual employees will accrue seniority and service on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the Collective Agreement except

that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.

- (d) Seniority shall be a factor used in determining lay-off and recall rights, job posting, and vacation preference.
- (e) Service is used to determine pay level (i.e. salary progression), sick leave credits, and vacation pay.

#### 14.02 Seniority Conversion

It is understood that when a part-time employee's seniority and service is converted to full-time the conversion date shall not predate the employee's most recent date of hire, unless such predating had occurred prior to June 1, 2001 through an earlier conversion.

#### 14.03 Probationary Period/Probationary Employee

A full time employee shall be considered as a probationary employee for a period of eight hundred and twenty-five (825) hours from his/her date of hire. All other employees shall have a probationary period of eight hundred and twenty-five (825) hours or eight (8) months whichever is lesser. If retained after the probationary period, the employee shall be credited with seniority from date of last hire. During such period he/she shall be subject to ongoing assessment which shall be reviewed regularly with the employee and may be released at any time following the second assessment without recourse to the grievance and arbitration procedure except where such access is required by statute.

- 14.04 A seniority list of employees showing each employee's name and professional category and length of service shall be sent to the Union January 1st and June 1<sup>st</sup> of each year. The list shall reflect the seniority accrued as of November 30th and April 30th of each year. The list shall be settled by the Employer and the Union sixty (60) days after posting.

The Employer shall provide the Union with an up to date seniority list immediately prior to any layoff.

Seniority on such lists will be expressed in terms of seniority date as defined in 14.01 (a) and date of hire for full-time employees and total paid hours and date of hire for part-time employees. The seniority list will be divided into full-time, regular part-time and casual status.

#### 14.05 Effect of absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that

he/she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).

- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's service review date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new service review date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the application of this Article.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or Workplace Safety & Insurance Board (WSIB) benefits. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB benefits shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

In cases of absences for pregnancy and parental leave and care leave under the Employment Standards Act, clause (b), (d) and (e) will apply immediately upon the expiration of the statutory leave.

- (g) It is understood that an employee who chooses to continue benefits under b) or f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) For purposes of clarity, employees in receipt of short-term disability payments are on a leave with pay and are, therefore, not subject to the "effect of absence" clause.

14.06 Seniority shall be lost and employment terminated:

- (a) When he/she resigns or retires.
- (b) When he/she is discharged and is not reinstated through the grievance procedure;
- (c) When he/she is on layoff for a period of twenty-four (24) continuous months;
- (d) When he/she 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;
- (e) When an employee is absent from scheduled work without notifying the Employer and without providing a reasonable excuse for a period in excess of three (3) consecutive scheduled working days;

- (f) When an employee uses a leave primarily for a purpose other than that for which it was granted;
- (g) When an employee fails to return to work in accordance with Article 14 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address.

14.07 Transfer Outside the Bargaining Unit

- (a) An employee, who is transferred to a position outside of the bargaining unit for a period of not more than twelve (12) months shall, subject to (c) below, retain, but not accumulate, her seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, she/he shall be credited with seniority held at the time of transfer and resume accumulation from date of her/his return to the bargaining unit.
- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of twelve (12) months, she will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her/his return to the bargaining unit.
- (c) It is understood and agreed that the periods of time referred to above may be extended by written agreement of the parties which would include a defined period of time.
- (d) The Employer will notify the Bargaining Unit President in writing of any bargaining unit member who accepts a temporary transfer out of the bargaining unit. Such notification will include the defined period of time.

**ARTICLE 15 – JOB POSTING**

15.01 Job Posting

- (a) The Employer agrees to post notice of all permanent vacancies or new positions established within the Bargaining Unit for a period of seven (7) calendar days in advance of the appointment, in each office location.

Employees wishing to be considered for such positions, or vacancies, shall make written application within the seven (7) day posting period. Where a position is posted, the posting shall include the following information: Full-Time or Part-Time Status; Position Title; Geographic Area (Muskoka/Orillia, Midland/Collingwood, Barrie), Office Location; Initial Hours of Work; Initial Assignment, and the name/title of the person to whom application is to be made. The name of the successful applicant will be posted. Subsequent vacancies created by filling of a posted vacancy are to be posted for seven (7) calendar days.

- (b) An employee may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating her name,

position, qualifications, experience, present geographic area of assignment and requested position and/or geographic area of assignment. A Request for Transfer of Assignment shall become active as of the date it is received by the Employer and shall remain so until December 31st following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

At the request of the employee, the Employer will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

15.02 An employee will not be transferred permanently to another position or geographic area except by mutual consent. In order to address operational demands, the Employer may temporarily reassign an employee to a different geographic area for a period not to exceed three (3) months, unless extended by mutual agreement. This clause will not be applied in an arbitrary or unreasonable manner.

15.03 The Employer shall have the right to fill the vacancy or new position on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned.

Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer.

In filling such vacancies, consideration shall be given to employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question and who have indicated their interest through the Request for Transfer process.

If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees.

It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time.

Upon completion of the temporary vacancy, such employee shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

15.04 Where the skill, ability, experience and qualifications are relatively equal between two (2) or more employees, seniority shall be the deciding factor when decisions are made with regard to postings or transfers within the Bargaining Unit.

15.05 Employees on staff shall not be terminated by the Employer for failing to obtain a university degree.

Employees without a degree may be allowed to transfer from full-time to part-time and vice-versa, and a degree alone shall not be sufficient reason to deny a request to transfer.

It is understood that if the Employer posts a position requiring a degree as a basic requirement, full-time and part-time Employees currently on staff shall not be denied the right to apply and her/his application will receive reasonable consideration.

15.06 Incumbents applying for a posted vacancy within six (6) months from the date they commenced work in their present assignment need not be considered for such position, at the Employer's option.

15.07 When an employee accepts a temporary position she/he shall not be considered for another temporary assignment if accepting such an assignment will require the employee to leave her/his current assignment before the end of the fixed term or task.

#### **ARTICLE 16 – LAYOFF, RECALL AND SEVERANCE**

16.01 A long-term layoff shall be defined as a reduction in the hours of work of a regular full-time employee or a regular part-time employee, lasting longer than thirteen (13) weeks. Should such a reduction seem necessary, the Employer will meet with the Union to discuss the circumstances giving rise to the layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff.

In the event of a proposed layoff of a permanent or long-term nature within the bargaining unit, the Employer shall:

- i) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than two (2) months written notice of layoff, or pay in lieu thereof.

Employees shall be laid off in reverse order of their seniority providing those who remain are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.

Similarly, employees shall be recalled from layoff in order of their seniority providing they are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.

No new employee will be hired while qualified employees, who are capable of doing the work after a five (5) day familiarization period, are laid off.

A layoff of employees shall be made on the basis of seniority initially within the classification, status (full-time or part-time) and geographic area. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification, and geographic area where the layoff is going to occur will be laid off first.

An employee who has been notified of a long-term layoff may:

- (a) accept the layoff; or
- (b) opt to retire if eligible under the terms of the Employer's pension plan; or
- (c) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
- (d) displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee of the same status in whose work the employee subject to layoff is qualified to perform after a five (5) day familiarization period.
- (e) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

Where there are vacant positions available under Article, but the employee is not qualified to perform the available work, and if such employee is not able to displace another employee under Article and such layoff is expected to last longer than twelve (12) months, the employee will be provided with the necessary training of up to eight (8) weeks to enable the employee to become qualified for one of the vacant positions. In determining the position for which training will be provided the Employer shall take into account the employee's stated preference.

In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

Employees will inform the Employer in writing of their decision to bump or accept the layoff within three (3) business days of the receipt by the employee of his/her notice of layoff.

Severance pay, where applicable, will be paid in accordance with the *Employment Standards Act*. Acceptance of such payment shall be considered a severance of the employment relationship.

An employee, upon long-term layoff, and at the employee's expense, may continue benefit coverage (except for short and long-term sickness and long-term disability), for a period of nine (9) months following the layoff by arranging to pay the full premiums, in advance, on a monthly basis.

Employees on layoff are eligible, in order of seniority, for "temporary" recalls of more than three (3) months and not longer than twelve (12) months and shall advise the Employer in writing as to whether they are interested in such recalls. Employees recalled for twelve (12) months or less shall not be entitled to further notice of layoff nor bumping rights. Furthermore, the time used to determine the

employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends. Employees who have elected to maintain benefits while on layoff shall have these same eligible benefits paid by the Employer during the period of temporary recall. Otherwise employees temporarily recalled have all the rights of other recalled employees.

Any temporary vacancies that arise will be first offered to employees on layoff. Acceptance of a temporary assignment by a laid off employee does not constitute a recall to work, and after the completion of the assignment, the employee continues to be laid off according to Article .

Regular full-time and regular part-time employees on layoff may elect to have access to shifts that would otherwise be offered on a casual basis. Such employees will inform the Employer of their selection within three (3) working days of notice of layoff and submit their availability in accordance with Article 17.04 (d).

Those employees that elect to take shifts will be offered shifts before casual staff. The refusal of casual shifts would not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses would be unaffected during the periods of time worked.

Recall to a regular part-time or regular full-time position shall be in order of seniority within the relevant status. An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.

Laid off employees are entitled to apply for posted vacancies.

16.02 Where an employee has received individual notice of long term layoff and is unable to fill a vacant position or displace another employee and would otherwise be placed on recall, such employee may resign and receive a separation allowance as follows:

Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum twelve (12) weeks' pay.

16.03 For layoffs other than long term layoffs, the Employer and Union will meet and discuss the layoffs at the earliest opportunity.

## **ARTICLE 17 – HOURS OF WORK**

17.01 The normal scheduled shift shall be seven (7) hours of work per day.

17.02 All employees are entitled to a paid rest period of fifteen (15) minutes duration for every three and one-half (3½) hours of work excluding one (1) hour for lunch per day.

17.03 The parties may agree to continue or negotiate other shift lengths. Where agreement is reached to institute or continue other shift lengths the hours of work provisions of the Collective Agreement shall be adjusted accordingly.

17.04 Scheduling Regulations

- (a) i) The Employer shall ensure each employee is scheduled to work not more than every third [3rd] weekend, except when operational requirements justify it, and then the Employer will schedule at least every other weekend off.
- ii) An employee will receive premium pay of time and one-half (1½) for all hours worked on a third (3rd) subsequent and consecutive weekend save and except where:
- A) such weekend had been worked by the employee to satisfy days off requested by the employee;
- or
- B) such weekend is worked as a result of an exchange with another employee;
- or
- C) such weekend is worked as a result of a schedule change requested by the employee
- iii) An employee will not be required to work more than seven (7) consecutive shifts. An employee will be paid time and one-half (1½) for their eighth (8<sup>th</sup>) subsequent and consecutive shift until a shift is scheduled off work unless as a result of a schedule change requested by the employee.
- iv) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval to the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable.
- v) The work schedule will be posted two (2) weeks in advance of an eight (8) week period
- vi) It shall be the responsibility of the employee to consult posted work schedules. The Employer will provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee as soon as practicable.
- vii) Employees shall receive a minimum of twelve (12) hours off between scheduled shifts.

- viii) There shall be no split shifts.
- ix) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least two (2) weeks prior to the posting of the schedule. Requests with shorter notice may be considered in unusual circumstances.
- x) No employee will be scheduled to work both Christmas and New Year's holidays unless requested by the employee.
- xi) Christmas and New Year's scheduling will be done on a rotational basis.

NOTE: Intent is that no one is scheduled for two Christmas' or New Years' in consecutive years.

(b) Extended Shifts (12-hour)

In the event that an employee works extended shifts, the Collective Agreement shall be in effect except as modified below:

- i) The hours of work will be continuous and not exceed ten and one-half (10.5) hours, exclusive of a one and one-half (1-½) hour unpaid break(s).
- ii) If an employee must work beyond the hours scheduled in Item (b) i) above, the additional time shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate in addition to any applicable premiums. Such overtime must be approved in advance except where not possible to do so.
- iii) An employee will not be required to work more than three (3) consecutive twelve (12) hour shifts. An employee will be paid one and one-half (1 ½) times their regular straight hourly rate for their fourth (4th) consecutive twelve (12) hour shift until scheduled off, unless as a result of a schedule change requested by the employee.
- iv) A "day" will be defined as a seven (7) hour day with reference to the accrual of vacation, float, statutory lieu days, and sick days in the Collective Agreement. However, the employee will use ten and one-half (10.5) hours of vacation, float, sick, lieu time, or compensating time when booking off a twelve (12) hour shift.
- v) In the event that extended shifts are required elsewhere in the organization, they will be discussed with the Union prior to implementation and the shifts will be evenly distributed among the employees of the Team(s) involved. The above Extended Shifts provisions will apply.

The Employer shall not be held liable for any violation of the Collective Agreement arising out of the mutual exchange of shifts between employees.

(c) Regular Part-time Commitment

Regular part-time employees must be available for prescheduled work on the following basis:

- i) to be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) to be prescheduled for work as required up to their committed full-time equivalent (FTE) per pay period;
- iii) to be available to work Christmas or New Years, if required;
- iv) to be prescheduled if required, to work fifty percent (50%) of the remaining paid holidays.

(d) Part-time Scheduling

- i) Regular part-time employees shall be scheduled up to their commitment over a posted schedule.
- ii) When all regular part-time employees have reached their commitment, additional shifts will be offered to regular part-time employees who have indicated their availability to work additional shifts on the basis of seniority. Additional available shifts will be offered to casual part-time staff.
- iii) Cancelled shifts will be in reverse order of seniority.
- iv) A shift will be deemed to be offered whenever a call is placed. Only those employees who have indicated their availability need to be called.
- v) It is understood that an employee will have thirty (30) minutes to respond to the timed message left with respect to the offer of a shift within the next twenty-four (24) hours.
- vi) Failure to make contact with an employee will result in the offer of the extra shift being made to the next senior employee able to perform the duties who has indicated her/his availability.
- vii) It is understood that the Employer will not be required to offer shifts which would result in overtime premium pay;
- viii) When an employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made
- ix) All items in (d) are applicable to all regular part-time and casual unless otherwise noted.

- (a) Employees will select and schedule their working hours for the benefit of the clients, consumers, the community and their personal needs. Employees will collaborate and co-ordinate with their team to ensure adequate work coverage.
- (b) The maximum number of hours of work to be flexed per day for the purposes of this Article, will not exceed two and one-half (2.5) hours.
- (c) Where an employee works in excess of seven (7) hours in a day she/he will attempt to flex her/his hours such that the hours of work will not usually exceed seventy (70) hours in a pay period

## **ARTICLE 18 – LEAVES OF ABSENCE**

### 18.01 (a) Union Leaves

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings to a cumulative bargaining unit maximum of sixty (60) days per year and to any employee elected to the position of Local Co-ordinator. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the salary and applicable benefits of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee except for Provincial Committee meetings which will be paid directly by the Union. The Employer will bill the local Union within a reasonable period of time. Part-time Employees will receive service and seniority credit for all leaves granted under this Article. Leave requests shall be in writing to the manager as far in advance as possible. Two (2) weeks' notice shall be given where practicable. Leave requests shall be subject to the operational needs of the Employer and will not be unreasonably denied.

### (b) Leave, Board of Directors

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

Notwithstanding Article 14, 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 Association leave provided in Article 18.01 (a) above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits of a part-time employee except for Provincial Committee meetings which will be paid directly by

the Union. The Employer will bill the local Union within a reasonable period of time. Part-time Employees will receive service and seniority credit for all leaves granted under this Article. Leave requests shall be in writing to the manager as far in advance as possible.

(c) Leave for ONA President

An employee, who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request with not less than four (4) weeks' notice, leave(s) of absence without loss of seniority, salary and benefits. The employee agrees to notify the Employer of his/her intention to return to work within four (4) weeks following termination of office. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the salary and applicable benefits of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits for part-time.

(d) ONA Provincial Committee

An employee who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfil 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.

18.02 Bereavement Leave

- (a) Upon the death of an employee's spouse (spouse to include same sex partner), parent, child or stepchild, an employee shall be granted leave with pay up to a maximum of five (5) consecutive calendar days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days with pay. One of the days of leave shall include or be contiguous to the day of the funeral or equivalent service.
- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, grandchild.

- (d) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece, and nephew.
- (e) An additional compassionate day with pay will be granted to employees for interment purposes. Employees will notify the employer with the date of the interment as soon as the date is known to the family.
- (f) Where it is necessary, because of distance, the employee may apply for additional leave with or without pay. Permission for such leave shall not be unreasonably withheld.

### 18.03 Jury Duty and Court Attendance

- (a) An employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall forthwith notify his/her manager.
- (b) An employee shall be paid for time actually spent on jury duty or for time spent in attendance under subpoena for a tribunal or for a case in which the Crown is a party or as a witness at an inquest, or as a witness in a case arising out of her employment, provided such employee furnishes to his/her manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received and provided that the employee pays to the Employer the amount of such remuneration other than mileage and meal allowances.
- (c) An employee called for jury duty or subpoenaed for attendance at court or tribunal and who is temporarily excused from such duty or attendance must report for work if a reasonable period of time remains to be worked in his/her shift.

### 18.04 Pregnancy and Parental Leave

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

- (a) The service requirement for eligibility for parental or pregnancy leave shall be thirteen (13) weeks. Employees possessing the service requirement will be eligible for pregnancy leave of up to seventeen (17) weeks and a subsequent parental leave of up to thirty-five (35) weeks immediately following the pregnancy leave.
- (b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) weeks notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- (c) The Employee shall be reinstated to his/her former position unless the position has been discontinued in which case she shall be given a comparable position.

- (d) Parental leave of up to thirty-five (35) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Natural mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.
- (e) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the health and dental benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeenth (17) weeks and/or the period of the parental leave of thirty-five (35) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
- (g) Parents shall be defined to include adoptive parents and common-law spouses as defined in the Family Law Reform Act of Ontario as amended from time to time.
- (h) Employees newly hired to replace employees who are on pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a regular position, the employee shall be credited with seniority from date of hire subject to successfully completing his/her probationary period as per Article 14.03.
- (i) An employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for the calculation of the Employment Insurance benefit.

Effective for leaves commencing April 1, 2010 or later, the SUB amount shall increase to eighty-four percent (84%).

- (j) An employee who is on parental leave as provided under this Agreement who is in receipt of Employment Insurance parental benefits pursuant to

the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Subject to (d) above, such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of 10 weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for the calculation of the Employment Insurance benefit.

Effective for leaves commencing April 1, 2010 or later, the SUB amount shall increase to eighty-four percent (84%).

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

#### 18.05 Secondment

The right to approve a secondment rests solely with the Employer. Should the Employer approve a secondment of a bargaining unit employee, the parties will meet to determine the terms of the secondment. Any agreement reached will prevail over the terms of the Collective Agreement. The Employer's approval will not be unreasonably withheld.

#### 18.06 Personal Reasons

- (a) Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Employer. Such written requests are to be made as far as possible in advance, shall state the reason for the leave, and the anticipated starting and return date. The Employer will respond in writing except in cases of emergency.
- (b) An employee returning to work on the expiration of the personal leave of absence provided herein shall be reinstated to his/her former position unless the position has been discontinued in which case he/she shall be given a comparable position

#### 18.07 Pre-Paid Leave Plan

Effective upon ratification, 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 or three (3) years' salary over a four (4)

year period, in accordance with Part LXVII of the Income Tax Regulations, Section 6801, to enable them to take a maximum one (1) year leave of absence following the four (4) years or three (3) years of salary deferral.

The plan is not to provide benefits to employees on or after retirement.

- (b) The employee must make written application to the appropriate Director at least three (3) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- (c) The number of employees that may be absent at any one (1) time shall be three (3), with a maximum of one (1) per program or department, subject to operational requirements.
- (d) Written applications will be reviewed by the appropriate Director or designate and granted subject to operational requirements. The principle of seniority shall govern in cases of suitable applications greater than the number outlined in (c). Decisions will be made twice a year, February 15<sup>th</sup> and September 15<sup>th</sup>.
- (e) During the years of salary deferral, twenty percent (20%) or twenty-five percent (25%) as applicable, of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary shall be paid to the employee at the commencement of leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) Accrued interest, if any, shall be payable to the employee in the year that it is earned.
- (i) All benefits shall be kept whole during the years of salary deferral.
- (j) During the year of the leave, seniority will be retained but will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the disability income plan during the year of leave.
- (k) An employee may withdraw from the plan only as a result of financial or other hardship, provided one (1) month's notice is given to the Director. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.

- (l) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (m) If the Employer intends to fill the temporary vacancy, then Article 13 shall apply. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (n) The employee will be reinstated to her or his former position unless the position has been discontinued in which case the employee may exercise her/his seniority to bump as per Article 14. The employee must plan to return for a minimum of one (1) year.
- (o) 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 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 deferral salary is to be held.
  - iv) The letter of application from the employee to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 18.08 Family Medical Leave

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

#### 18.09 Care Leave

Employees will be granted up to twenty-eight (28) hours leave in each calendar year for the purpose of providing or arranging for unexpected care for the

employee's spouse, dependent or parent(s), or to accompany them to obtain unexpected medical care.

Fifty percent (50%) of the leave granted under this clause (up to 14 hours) shall be provided by the Employer as paid leave. The remaining fifty percent (50%) (up to 14 hours) will be contributed by the employee from the employee's accrued leave entitlements (if any). If the employee has no accrued leave entitlement the employee will take her portion of the leave as unpaid leave.

In each case where leave is granted, fifty percent (50%) of the leave will be paid for by the Employer (to a maximum of 14 hours) and fifty percent (50%) by the employee, as per the preceding paragraph.

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

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

## **ARTICLE 19 – SICK LEAVE AND LONG TERM DISABILITY**

19.01 Income protection is payable in accordance with the Short-term Sick Leave Plan and Long-term Disability Plan when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act.

19.02 Illness due to pregnancy will be covered by the short term sick leave plan except when the employee is in receipt of maternity leave benefits from Employment Insurance (E.I.)

### 19.03 Short-term Sick Leave Plan

(a) Full-time employees will accumulate illness allowance on the basis of one and one-half (1½) working days with salary for each month of service or its equivalent to a maximum of one hundred and ten (110) days.

(b) When the employee is absent due to illness, the sick leave credits referred to in 16.04 (a) shall continue to accrue on the following basis:

i) one (1) to nine (9) days absence - full monthly credit

ii) ten (10) to nineteen (19) days absence - half (½) of monthly credit

iii) twenty (20) days and over, no monthly credits

(c) Full salary shall be continued for an absence caused by sickness, accident or hospitalization, until the employee has exhausted his/her accumulated sick leave credits. Thereafter the employee shall receive

seventy-five percent (75%) of full salary for the continued absence. Payment under this provision shall not exceed fifteen (15) weeks per occurrence.

- (d) For the period following the initial fifteen (15) weeks, an application for Employment Insurance benefits may be made by the employee. The duration of sick leave compensated by Employment Insurance benefits will be fifteen (15) weeks immediately following the first fifteen (15) weeks after which time an application for LTD benefits may be made.

- 19.04 An absence is considered to be continuation of a previous incident if:
- i) it occurs within three (3) weeks of the previous incident and is due to the same cause; or
  - ii) it occurs within two (2) weeks of the previous incident and is due to an unrelated cause.
- 19.05 In the event of an absence due to sickness the employee shall notify his/her immediate supervisor, or designate, no later than one (1) hour prior to the start of his/her scheduled shift, where possible.
- 19.06 If the sick leave provision qualifies for E.I. premium reduction, the employee's share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of providing benefits contained in this Agreement.
- 19.07 Medical Certificates
- After being absent due to illness, the Employer may require that an employee present a certificate satisfactory to the Employer from a duly qualified medical practitioner certifying the inability of the employee to attend to his/her duties for the Employer.
- 19.08 Employee will be permitted to use sick leave, for medical appointments up to the equivalent of one and one-half days or ten (10) hours per year. Such arrangements shall be pre-approved by the employee's Manager or designate.
- 19.09 The Employer will pay 100% of the billed premium towards coverage of eligible employees under the Long-term Disability Plan.

## **ARTICLE 20 – PAID HOLIDAYS**

- 20.01 The following shall be recognized as holidays to be paid full-time employees at their regular rate of pay:
- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labour Day       |
| Family Day            | Thanksgiving Day |
| Good Friday           | Christmas Day    |
| Victoria Day          | Boxing Day       |
| Canada Day (July 1st) |                  |

Civic Holiday

2 Float Days

The Float Days are to be taken at a mutually agreeable time, one (1) holiday in each one-half (1/2) of the year and may not be banked.

In order to qualify for pay for a holiday, a full-time employee must complete her full scheduled shift on each of the working days immediately preceding and following the holiday, unless the employee is absent due to:

- (a) legitimate illness or accident which commenced within a month 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.

20.02 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. If a holiday listed above falls on a non-working day, this holiday will be granted on the next following work day.

20.03 Holiday pay for regular part-time and casual employees shall be included in the payment of a percentage in lieu of benefits.

20.04 In the event that an employee is scheduled to work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day (July 1st), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, or Boxing Day and works on that holiday, he/she shall be paid his/her regular rate and an additional amount one and one-half (1½) times his/her regular rate. If an employee does not work a full seven (7) hour shift on a holiday, he/she shall be paid at the above rate for a minimum of three (3) hours or the hours worked, whichever is greater.

20.05 An employee entitled to holiday pay shall not receive sick leave pay to which the employee may otherwise be entitled.

## **ARTICLE 21 – PREMIUM PAYMENT AND OTHER ALLOWANCES**

21.01 (a) When a regular full-time employee works in excess of seven (7) hours per day when assigned by the Manager or designate, the excess shall be regarded as overtime and shall be compensated at time and one-half (1½). This overtime may be taken as compensating time. Compensating time off shall be scheduled at a mutually agreeable time.

(b) When a regular part-time employee works in excess of seven (7) hours per day Monday to Friday when assigned by the Manager or designate, the excess shall be considered overtime and shall either be paid at time and one-half (1½) the employee's straight time hourly rate or taken as compensation time at time and one-half (1½). All compensating time not taken by March 31st of the year shall be paid out.

- (c) Clauses (a) and (b) above shall not apply to employees working extended shifts.
- (d) The Employer shall not require an employee working overtime to take compensating time off during that pay period, in order to avoid the overtime premium.
- (e) Overtime requires Employer approval in advance unless impossible. The Employer will ensure that it has a representative available to deal with requests for overtime approval. Approval shall not be unreasonably withheld.
- (f) Employees shall be allowed to accumulate and use the compensating time as defined above to a maximum of five (5) days at any one time. The employee's request in writing must be submitted at least two (2) weeks in advance of the proposed use of five (5) compensating days being taken. However, employees may be allowed to take compensating time of less than five (5) days at a time mutually agreed to by the employee and the Supervisor. Any accumulated balance of compensating time will be frozen on December 31st of each year and each employee will be provided a notice of his/her remaining balance. Time taken during January, February and March will be deducted from the accumulated balance until depleted. Any remaining balance at the end of March 31st will be paid at the appropriate rate. A separate running balance will be started with time accumulated during January, February and March of each year. It is understood that banked compensating time will be used before vacation time is utilized.

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

21.03 When an employee who is not on standby has completed his/her regularly scheduled shift and left work and is called back to work outside of his/her home, prior to the commencement of the shift on the next day, he/she shall receive time and one-half (1 ½) his/her regular rate of pay for all hours worked with a minimum of four (4) hours at his/her regular rate of pay, unless such call back occurs less than four (4) hours prior to his/her normal start time, in which case he/she shall receive time and one half (1½) for all hours worked prior to his/her normal start time.

21.04 Where an employee is required to respond to a work-related telephone call outside his/her hours of work, he/she shall be paid premium pay (i.e. one and one half (1½) times his/her regular rate of pay) for the actual time of the calls to the next increment of one quarter (¼) hour.

21.05 (a) All hours of work between 4:30 p.m. and 12 midnight shall be paid at a premium of one dollar and twenty-five cents (\$1.25) per hour plus the employee's regular straight time hourly rate. Effective January 1, 2010 the premium shall be \$1.50 per hour.

(b) All hours worked between 12 midnight Friday and 12 midnight Sunday shall be paid at weekend premium of one dollar and fifty cents (\$1.50) for

each hour worked in addition to the premium referred to in 21.05 (a), plus the employee's straight time hourly rate. Effective January 1, 2010 the premium shall be \$1.80 per hour.

- (c) Hours compensated under 17.04 (a) shall not also be compensated under clause (b) above. Hours that are paid daily overtime shall not be used to trigger a biweekly overtime claim.
- (d) An employee who is required to remain available for duty on-call shall receive on-call pay in the amount of two dollars and seventy-five cents (\$2.75) per hour for each hour scheduled by the Employer. On-call pay shall cease when the employee is called to work and works during the on-call period. Effective January 1, 2010 the premium shall be \$3.00 per hour.
- (e) Where an employee is called in to work when scheduled on-call, he/she shall be paid his/her regular straight time hourly rate for a minimum guarantee of four (4) hours pay or time and one-half (1½) his/her regular straight time hourly rate for all hours worked, whichever is greater.

NOTE: The time in Article 21.05 (e) includes travel time.

- 21.06 An employee who is scheduled to perform any part of the supervisory duties within his/her own office normally performed by a Supervisor or an employee who is scheduled to supervise a specific county-wide program or project, as assigned by the Senior Director in writing, shall be paid a responsibility allowance of one dollar and twenty-five cents (\$1.25) per hour.

## **ARTICLE 22 – VACATIONS**

- 22.01 Newly hired regular full-time employees with less than one (1) full year's service shall be entitled to a vacation credit of 1.66 days for every month worked up to a maximum of twenty (20) working days with pay.
- 22.02 Regular full-time employees who have been employed for one (1) year but less than fourteen (14) years shall be entitled to a vacation of twenty (20) working days with pay for each full year of employment.
- 22.03 Regular full-time employees who have been employed fourteen (14) continuous years shall be entitled to a vacation of twenty-five (25) working days with pay.
- 22.04 Regular full-time employees who have been employed twenty-three (23) continuous years shall be entitled to a vacation of thirty (30) working days with pay.
- 22.05 Regular full-time employees who have been employed thirty (30) continuous years shall be entitled to a vacation of thirty-five (35) working days with pay. Effective April 1, 2010, regular full-time employees who have been employed twenty-eight (28) continuous years shall be entitled to a vacation of thirty-five (35) working days with pay.

- 22.06 The current practice of permitting vacation to be taken prior to being earned shall be continued. Vacation time must be taken by December 31st of each year subject to Article 20.09. If an employee leaves the organization and has taken unearned vacation then that amount will be deducted from their final pay.
- 22.07 Regular part-time, casual and temporary full-time employees will be entitled to vacation pay on a percentage basis in accordance with hours worked based on full-time vacation entitlement.
- 22.08 When an employee's employment is terminated for any reason, he/she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.
- 22.09 Vacations shall be taken at a mutually agreeable time to the employee and immediate supervisor or her/his designate subject to the following conditions:
- (a) Employee requests for vacation time during the months of June, July, or August must be submitted by February 1<sup>st</sup> of each year and reply shall be given by February 15<sup>th</sup>.
  - (b) Employee requests for vacation time at Christmas/New Year's must be submitted by September 1<sup>st</sup> of each year and a reply shall be given by September 15<sup>th</sup>.
  - (c) Requests for vacation during the school "March Break" must be received prior to December 1<sup>st</sup> of each year and a determination based on seniority shall be communicated by December 15<sup>th</sup> of each year and to those employees who have requested such leave.
  - (d) Employee requests for vacation other than as provided in 20.09 (a), (b) and (c) shall be considered on a first come first served basis.
  - (e) The principle of seniority shall govern in cases of conflict.
- 22.10 Employees have the right to carry over up to a maximum of five (5) days vacation entitlement to the next vacation year with the prior written approval of the Employer.
- 22.11 Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness requiring hospitalization, the period of such illness shall be considered sick leave. The Employer reserves the right to request a medical certificate.

## **ARTICLE 23 – HEALTH AND WELFARE BENEFITS**

### 23.01 Pensions

Hospitals of Ontario Pension Plan (HOOPP) where applicable, and Canada Pension (CPP) shall apply to the employees covered by this Agreement in accordance with the terms and conditions applicable to the Employer and eligible employees.

23.02 Employees may retire as set out in HOOPP.

23.03 The Employer will provide a major medical plan, long-term disability plan, vision care plan, dental plan and life insurance benefits pursuant to Appendix C.

The Employer will pay one hundred percent (100%) of the billed premiums for “Silver” coverage described in the Medical and Dental Benefit Options of the Greenshield Plan. Employees shall have the option to buy-up to “Gold” coverage or to select “Bronze” coverage plus a Health Spending Account in accordance with the Medical and Dental Benefit Options. Under “Silver” coverage, the reimbursement of prescription drug claims shall be 90% with employees paying 10% of each claim. The reimbursement of the dental claims shall be 90% at the current ODA rate, with employees paying 10% of each claim.

The Employer, with the approval of the Union, may replace the current plan with a comparable or better plan. The Employer will not change any of the benefit plans without the agreement of the Union. The Employer will give the Union sixty (60) days notice of its intention to change benefit carrier(s).

23.04 The Employer shall provide full-time employees in its employ with benefit plan booklets.

## **ARTICLE 24 – MISCELLANEOUS**

24.01 Flu Vaccine

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee’s working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak that affects the workplace of the employee until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep his/her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period.

- (f) If an employee becomes ill as a result of the vaccination, and applies for WSIB, the Employer will not unreasonably oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

24.02 If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

24.03 The Employer shall provide one bulletin board per office for the sole use of the Union.

24.04 Malpractice Insurance

The Employer will provide malpractice insurance coverage in accordance with the term and conditions of the existing contracts of insurance and subject to the limitations therein.

24.05 Workers' Compensation

The Employer shall provide coverage for employees in compliance with the Workplace Safety and Insurance Act.

If an employee is entitled to receive Workplace Safety and Insurance Board benefits, he/she may choose to turn over to the Employer all monies received for such compensation, in which case the Employer will continue to pay said employee full salary, taking the difference between compensation payment and full salary from the employee's accumulated illness allowance credit until such credit is exhausted, after which time the employee will receive only compensation payment.

24.06 All employees will receive their pay through bank deposit. Paycheques will only be issued in exceptional circumstances. Pay statements can be viewed via the intranet by Thursday of the pay week and pay will be deposited on Friday.

24.07 Printing of Collective Agreement

The Employer shall supply sufficient copies of the Collective Agreement to the Union for distribution to employees. The cost of doing so shall be shared equally by the Union and the Employer.

**ARTICLE 25 – TRANSPORTATION ALLOWANCE**

25.01 All employees governed by this Collective Agreement are required to use their personal vehicle for Employer business. The Employer agrees to reimburse the employee for the use of his/her car at the rate of \$0.46 per approved km. driven. Effective April 1, 2010 the rate shall increase to \$0.47 per approved km. driven.

## **ARTICLE 26 – EARLY AND SAFE RETURN TO WORK**

26.01 The Employer and the Union are committed to a consistent, fair, approach to meeting the needs of injured employees or employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.

- (a) An employee requiring accommodation who is ready to return to work will provide the Occupational Health Nurse or designate with medical verification satisfactory to the Employer of their ability to return to work, including specific information regarding any restrictions. This will form the basis of any return to work plan.
- (b) An ad-hoc Return to Work Committee will be established when required to develop a return to work plan. Such committee will normally be comprised of the employee, a Union representative, the Occupational Health Nurse and the employee's Manager.
- (c) When a returning employee is in need of modified work the Employer will advise the Union, and the parties shall decide whether a meeting of an ad-hoc Return to Work Committee is necessary. It is acknowledged that not all requests for modified work shall necessitate meeting(s) of a Committee. When required, the Committee will meet as soon as practicable to make recommendations regarding a return to work plan.
- (d) The Employer and the Union will monitor, with the employee, progress and duties as required until the employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate satisfactory to the Employer will be required in either case.
- (e) Before posting, the Employer's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their original position.
- (f) Any return to work plan developed in accordance with the above will be in writing containing the details of the accommodation.

## **ARTICLE 27 – WORKPLACE VIOLENCE**

27.01 (a) Workplace violence is the attempted or actual exercise by a person to use force or power against another with the intent of causing harm, abuse or embarrassment during the course of their employment. The Employer agrees that these incidents will not be condoned in the workplace. Any employee who believes that their situation was an incident of violence shall report this to their immediate supervisor, who will make every reasonable effort to rectify the situation.

(b) The parties agree that, if such incidents involving an aggressive client or family member or neighbourhood safety issues occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Labour Management will include aggressive clients.

(c) Within three (3) days of being notified that an employee has been assaulted while performing their work, the Employer shall notify the Bargaining Unit President, or designate, in writing. The assaulted employee may choose to have their name remain confidential, however it is understood that this shall not include any breach of the Criminal Code. Updated statistics on the number of staff assaulted while performing their work will be brought to each meeting of the Joint Health and Safety Committee.

The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

(d) When an employee, in the exercise of their functions as a result of an incident of workplace violence, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prostheses, etc.) the Employer shall provide for reasonable replacement or repair at no cost to the employee.

The employee will present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

## **ARTICLE 28 – COMPENSATION**

28.01 Salaries and professional classifications are set forth in Appendix A and remain in effect for the duration of this Agreement.

28.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new

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

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

- 28.03 When an employee is promoted to a higher classification, he/she will be placed in the salary step of the new classification which is the next one greater than his/her former salary.
- 28.04 Effective upon ratification, employees with previous regulated health care experience in the health care sector, provided that there has been a time lapse of not more than five (5) years in employment, will be recognized on the basis of one (1) increment for each full year of such experience to the maximum of the salary grid.
- 28.05 All employees shall present their College's Proof of Registration or proof of payment of same to Human Resources by February 15th of each year. In instances where an employee presented proof of payment, the employee must still present his/her College's Proof of Registration, when received, to Human Resources.

## **ARTICLE 29 – JOB SHARING**

- 29.01 Job Sharing
- (a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full-time employee who wishes to share his/her position.
  - (b) Applications shall be in writing to the appropriate Manager.
  - (c) The employer may limit the total number of job sharing positions. The Employer shall meet with the Union and consider any recommendation it makes for additional job sharing positions. If there are more full-time employees interested in job sharing than can fill the number of job sharing positions determined by the Employer to be appropriate, seniority shall determine which full-time employees fill the position providing the senior employees can meet the Employer's staffing requirements.

- (d) Upon the termination of the job sharing arrangement, subject to 29.01 (i) below, the position will revert back to a full-time position. The job sharer whose position was originally modified to suit the job sharing arrangement will stay in the position when it reverts back to a full-time position. The other job sharer will revert to their previous status.
- (e) If both applicants to a job share are full-time, the job share position need not be posted. The resulting full-time position shall be posted in accordance with the Collective Agreement.
- (f) If a job share partner is not identified at the time the job share application is made, the other portion of the job share position shall be posted and filled in accordance with the Collective Agreement.
- (g) If one of the job sharers leaves his/her position, and both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the Collective Agreement.
- (h) Where there is no successful applicant to a vacant portion of a job share position, the position shall revert to its full-time status. If the job sharer who remains was not the job sharer whose position was originally modified to suit the job sharing arrangement, or was not a full-time employee immediately prior to entering the job share arrangement, the full-time position will be posted.
- (i) The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis. For greater certainty, notwithstanding the fact that the review process is ongoing, formal reviews of the job share position will be made at three (3) months, six (6) months, and twelve (12) months, and on an annual basis thereafter. The employees involved retain the right to return to their previous permanent full-time equivalent (FTE) position until the six (6) month assessment is completed.
- (j) Either party may discontinue the job sharing process with sixty (60) days notice. The Employer may exercise this right only after the completion of the first two reviews required under the previous paragraph. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a Regular Full-Time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.
- (k) Each job sharer shall be treated as a regular part-time employee for all purposes under the Collective Agreement except as otherwise expressly provided:
  - i) Work one half ( $\frac{1}{2}$ ) of the total number of hours of the full-time position, or such other amount as may be agreed by all the parties, with the actual schedule of work to be determined by the

employees involved, subject to approval by the appropriate Manager. However, in all instances, shall be paid percent in lieu.

- ii) Ensure both employees of the job share team are fully informed in respect of each others work, and those CCAC communications that are not generally distributed but rather are only issued to attendees at individual meetings.
- iii) As a general rule, job sharers must be prepared to cover each other's incidental illnesses. However, where one job sharer cannot, due to circumstances beyond his/her control, cover the other's shift, she/he must notify their immediate supervisor or manager, and the employer will attempt to provide the necessary coverage.
- iv) In the event of one job sharer taking a leave of absence, the other job sharer must be prepared to cover the absent partner's shifts for a maximum of three (3) months. However, where the covering employee can demonstrate special circumstances which prevent her/him from covering the leave of absence, the employer will attempt to provide the necessary coverage.
- v) A job sharer's hours of work resulting from vacation will be the responsibility of the job sharing partner for no less than the coverage standard of the program/department.

### **ARTICLE 30 – DURATION AND RETROACTIVITY**

- 30.01 This Agreement shall be for a period commencing upon ratification and ending on the 31<sup>st</sup> day of March 2011.
- 30.02 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 not more than ninety (90) days prior to the termination date of this Agreement.
- 30.03 Negotiation with respect to renewal of the Agreement shall commence within fifteen (15) days of such notice, or within such period of time as mutually agreed to by the parties.

**SIGNING PAGE**

DATED AT Barrie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER

Jess McCreary  
Karen Tailleux  
T. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

[Signature]  
Labour Relations Officer  
Brian Lagerquist  
Marwan Facciso  
[Signature]  
JN Long

## APPENDIX "A"

## WAGES

Client Care Coordinator

## North Simcoe Muskoka - 1,820 Hours

Step	Apr.'09 – Mar.'10		Apr.'10 – Mar.'11	
	per hour	per annum	per hour	per annum
Start	30.21	54,982	30.81	58,074
Step 1	31.12	58,638	31.74	57,767
Step 2	32.05	58,331	32.69	59,496
Step 3	33.01	60,078	33.67	61,279
Step 4	34.00	61,880	34.68	63,118
Step 5	35.02	63,736	35.72	65,010
Step 6	36.07	65,647	36.79	66,958
Step 7	37.15	67,613	37.89	68,960
Step 8	38.26	69,633	39.03	71,035
Step 9	39.41	71,726	40.20	73,164

## Simcoe -1,820 Hours

Step	Apr.'07 – Mar.'08		Apr.'08 – Mar.'09		Apr.'09 – Mar.'10	
	per hour	per annum	per hour	per annum	per hour	per annum
Start	25.96	47,247	26.74	48,667	27.54	50,123
Step 1	27.05	49,231	27.86	50,705	28.70	52,234
Step 2	27.79	50,578	28.62	52,088	29.48	53,654
Step 3	28.56	51,979	29.42	53,544	30.30	55,146
Step 4	29.36	53,435	30.24	55,037	31.15	56,693
Step 5	30.14	54,855	31.04	56,493	31.97	58,185
Step 6	30.75	55,965	31.67	57,639	32.62	59,368
Step 7	32.07	58,367	33.03	60,115	34.02	61,916
Step 8	33.76	61,443	34.77	63,281	35.81	65,174
Step 9	36.02	65,556	37.10	67,522	38.21	69,542

## MEPS - 1,950 Hours

Step	Apr.'07 – Mar.'08		Apr.'08 – Mar.'09		Apr.'09 – Mar.'10	
	per hour	per annum	per hour	per annum	per hour	per annum
Start	30.97	30,392	31.90	62,205	32.86	64,077
Step 1	31.99	62,381	32.95	64,253	33.94	66,183
Step 2	33.03	64,409	34.02	66,339	35.04	68,328
Step 3	34.06	66,417	35.08	68,406	36.13	70,454
Step 4	35.09	68,426	36.14	70,473	37.22	72,579
Step 5	36.10	70,395	37.18	72,501	38.30	74,685
Step 6	37.15	72,443	38.26	74,607	39.41	76,850

## MEPS TCC – 1,950 Hours

Step	Apr.'07 – Mar.'08		Apr.'08 – Mar.'09		Apr.'09 – Mar.'10	
	per hour	per annum	per hour	per annum	per hour	per annum
Start	26.80	52,260	27.60	53,820	28.43	55,439
Step 1	27.20	53,040	28.02	54,639	28.86	56,277
Step 2	27.65	53,918	28.48	55,536	29.33	57,194
Step 3	29.01	56,570	29.88	58,266	30.78	60,021
Step 4	30.38	59,241	31.29	61,016	32.23	62,849
Step 5	32.10	62,595	33.06	64,467	34.05	66,398
Step 6	33.81	65,930	34.82	67,899	35.86	69,927
Step 7	35.55	69,323	36.62	71,409	37.72	73,554
Step 8	38.07	74,237	39.21	76,460	40.39	78,761
Step 9	38.74	75,543	39.90	77,805	41.10	80,145

Placement Coordinator, Waitlist Coordinator

EXISTING SIMCOE STAFF @ RATIFICATION

## North Simcoe Muskoka – 1,820 Hours

Step	Apr.'09 – Mar.'10		Apr.'10 – Mar.'11	
	per hour	per annum	per hour	per annum
Start	29.71	54,072	30.30	55,146
Step 1	30.62	55,728	31.23	56,839
Step 2	31.55	57,421	32.18	58,568
Step 3	32.51	59,168	33.16	60,351
Step 4	33.50	60,970	34.17	62,189
Step 5	34.52	62,826	35.21	64,082
Step 6	35.57	64,737	36.28	66,030
Step 7	36.65	66,703	37.38	68,032
Step 8	37.76	68,723	38.52	70,106
Step 9	38.91	70,816	39.69	72,236

## Simcoe – 1,820 Hours

Step	Apr.'07 – Mar'08		Apr.'08 – Mar.'09		Apr.'09 – Mar.'10	
	per hour	per annum	per hour	per annum	per hour	per annum
Start	25.96	47,247	26.74	48,667	27.54	50,123
Step 1	27.05	49,231	27.86	50,705	28.70	52,234
Step 2	27.79	50,578	28.62	52,088	29.48	53,654
Step 3	28.56	51,979	29.42	53,544	30.30	55,146
Step 4	29.36	53,435	30.24	55,037	31.15	56,693
Step 5	30.14	54,855	31.04	56,493	31.97	58,185
Step 6	30.75	55,965	31.67	57,639	32.62	59,368
Step 7	32.07	58,367	33.03	60,115	34.02	61,916
Step 8	33.76	61,443	34.77	63,281	35.81	65,174
Step 9	36.02	65,556	37.10	67,522	38.21	69,542

Other: Placement Coordinator, Waitlist Coordinator

MEPS STAFF @ RATIFICATION; ALL NEW STAFF AFTER RATIFICATION

## North Simcoe Muskoka – 1,820 Hours

Step	Apr.'09 – Mar.'10		Apr.'10 – Mar.'11	
	per hour	per annum	per hour	per annum
Start	25.98	47,264	26.50	48,230
Step 1	26.76	48,703	27.30	49,686
Step 2	27.56	50,159	28.11	51,160
Step 3	28.39	51,670	28.96	52,707
Step 4	29.24	53,217	29.82	54,272
Step 5	30.12	54,818	30.72	55,910
Step 6	31.02	56,456	31.64	57,585
Step 7	31.95	58,149	32.59	59,314
Step 8	32.91	59,896	33.57	61,097
Step 9	33.90	61,698	34.58	62,936

## MEPS – 1,950 Hours

Step	Apr.'07 – Mar'08		Apr.'08 – Mar.'09		Apr.'09 – Mar.'10	
	per hour	per annum	per hour	per annum	per hour	per annum
Start	25.06	48,867	25.81	50,330	26.58	51,831
Step 1	26.00	50,700	26.78	52,221	27.58	53,781
Step 2	26.94	52,533	27.75	54,113	28.58	55,731
Step 3	27.90	54,405	28.74	56,043	29.60	57,720
Step 4	28.87	56,297	29.74	57,993	30.63	59,729
Step 5	29.83	58,169	30.72	59,904	31.64	61,698

**APPENDIX "B"**

**GRIEVANCE REPORT**

<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b> <b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>		
ONA LOCAL SECTION LOCALE DE L'AIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR  GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR 1. _____ 2. _____ 3. _____
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT		
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ		
SIGNATURE OF GRIEVOR SIGNATURE DE LA PLAIGNANTE.		SIGNATURE OF ASSOCIATION REP. SIGNATURE DE LA REP DE L'AIO.
STEP ONE PREMIÈRE ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR  DATE RECEIVED BY THE UNION DATE DE RÉCEPTION PAR LE SYNDICAT	DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR  DATE RECEIVED BY THE UNION DATE DE RÉCEPTION PAR LE SYNDICAT	DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR  DATE RECEIVED BY THE UNION DATE DE RÉCEPTION PAR LE SYNDICAT	DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
ON-09 REV 01/2000      DISTRIBUTION 1 BLACK - EMPLOYER 2 BROWN - ONA 3 BLUE - LOCAL ASSOCIATION 4 GREEN - GRIEVOR DISTRIBUTION 1 NOIR - EMPLOYEUR 2 BRUN / AIO 3 BLEU - ASSOCIATION LOCALE 4 VERT - PLAIGNANTE		

**APPENDIX "C"**  
**BENEFIT HIGHLIGHTS**

**Life Insurance:**

- (a) two (2) times annual salary
- (b) terminates at age 65 or retirement
- (c) maximum benefit - \$350,000
- (d) additional optional life insurance available

**A.D. & D.:**

- (a) to principle sum of life insurance

**Long Term Disability:**

- (a) benefits amount:
  - 75% of monthly earnings
  - maximum - \$8,000
- (b) benefit commences:
  - after 30 weeks
- (c) benefit duration:
  - to age 65
- (d) definition:
  - 24 month own occupation
- (e) benefits are taxable
- (f) no pre-existing condition limitation

**Major Medical:**

- (a) prescription drugs and professional services:
  - 90% Pay Direct Drug Card on all covered drugs
  - no overall maximum
  - generic substitution required, unless otherwise indicated by physician
  - over-the-counter drugs excluded
  - maximum \$7.50 dispensing fee per prescription

- (b) includes hearing aids - \$300 lifetime maximum
- (c) private duty nursing maximum – \$10,000
- (d) orthopedic shoes - \$250/annum
- (e) orthopedic inserts - \$450/annum
- (f) Paramedical (per annum cap):
  - Physiotherapist \$400
  - Psychologist \$200
  - Speech Pathologist \$200
  - Massage Therapist \$300
  - Chiropractor \$200
  - Osteopath \$200
  - Chiropodist \$200

**Vision Care:**

- (a) \$300 every 24 months
- (b) includes eye exam

**Dental Plan:**

- (a) basic preventive:
  - 90/10 co-insurance
  - unlimited maximum
  - 9 month recall for adults, 6 month recall for children under 18 years
- (b) restorative/ prosthodontics:
  - maximum \$1500 per year per individual
  - 50% co-insurance

Note: current O.D.A. schedule

**Other:**

Minimum thirty (30) days out of province/Canada medical emergency travel insurance

**APPENDIX "D"****GENERAL GUIDELINES FOR BUSINESS USE OF PRIVATE VEHICLES**

- (a) The Employer authorizes the use of private motor vehicles for business purposes. Employees shall be reimbursed for the use of their vehicles for business purposes in accordance with the Employer's policy.
- (b) Employees will be considered on business under the following conditions:
  - i) When travelling on business to and from their assigned office during the business day;
  - ii) When travelling to and from conferences, conventions, etc. as authorized by the Employer.

**Note:** For the purpose of these Guidelines, "assigned office" shall mean office locations in Barrie and Huntsville.

- (a) Mileage will be paid from the employee's assigned office to the first call of the day and from the last call of the day back to the office. Where the employee elects to go directly from home to the first scheduled call of the day she shall receive the lesser of the mileage between the office and the call or home and the call. Where the employee elects to go directly from home from the last scheduled call of the day she shall receive the lesser of the mileage between the office and the call or home and the call.
- (b) Travel for personal reasons during unpaid meal periods will not be reimbursed.
- (c) The Employer will carry non-owned automobile insurance coverage which will indemnify the Employer against any claim arising from the business use of employee's vehicles.
- (d) Passengers are not permitted to be transported by employees in their private vehicles while on the Employer's business except as authorized by the Employer.
- (e) Fines for parking and traffic violations are the responsibility of the driver.
- (f) Mileage claims shall be submitted on a monthly basis, no later than the first week of the month. Claims submitted after the cut-off date will be processed in the following month. No claim may be submitted later than three (3) months following the month in which the expense was incurred.

**Note:** The applicability of the above provisions to employees approved to work from a home office will be discussed between the parties during the term of the collective agreement.

LETTER OF UNDERSTANDING

Between:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE  
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

Re: Hours of Work

If the Employer anticipates a significant change to the current hours of work of a Team to accomplish an expansion of the hours of service provided by that Team they will meet with the Union to discuss the changes.

The Union requests sixty (60) days notice of such change unless otherwise mutually agreed.

DATED AT Barrie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER:

Jane McNamee  
Rene Tailleux  
T.C.  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

Rosemary J. Ith  
Labour Relations Officer  
Brian Lagerquist  
Marian Facciso  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

Between:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE  
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

Re: Holiday Pay (PT)

- (a) Regular part-time employees, hired prior to September 30, 2001, shall be entitled to holidays and paid for at their regular salary rates as detailed in Article 19.01 during their month of employment if the paid holiday is their scheduled regular day of work. If the paid holiday falls on a day of rest they will be paid a percentage of their salary based on their hired full-time equivalent.
- (b) The above provisions shall apply to the following employees:

Peggy Garland  
Lisa Goodfellow  
Sue Mott  
Jennifer Paradis

DATED AT Barrie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER:

J. McHenry  
Karen Tailleux  
T. C. [Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE UNION:

Rosemary [Signature]  
 Labour Relations Officer  
Brian [Signature]  
Maurice [Signature]  
[Signature]  
S. N. [Signature]

LETTER OF UNDERSTANDING

Between:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE  
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

Re: Benefits (PT)

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

Peggy Garland  
Lisa Goodfellow  
Sue Mott  
Jennifer Paradis

DATED AT Barrie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER:

[Signature]  
Karen Taillefer  
T. C. [Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE UNION:

[Signature]  
 Labour Relations Officer  
Brian Lagerquist  
Marian Faccolo  
[Signature]  
[Signature]



LETTER OF UNDERSTANDING

Between:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE  
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

Re: Placement Coordinator, Waitlist Coordinator Classifications

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

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

DATED AT Barrie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER:

[Signature]  
[Signature]  
[Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE UNION:

[Signature]  
 Labour Relations Officer  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE  
[hereinafter referred to as the "Employer"]**

And:

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]**

Re: Ontario Nurses' Association (ONA) Sick Banks

(a) When the current sick leave plan was established November 1, 1988, all employees employed as of that date had their accumulated sick leave credits frozen. This credit was placed in an account known as "ONA Sick Leave Bank". This bank can be used as per:

- i) used to supplement current sick leave or,
- ii) be paid out to the employee in accordance with Article 16.05 (b).

(b) All eligible employees will receive a pay out of fifty percent (50%) of their "Bank" upon termination up to a maximum of one hundred and thirty (130) days based on the following formula:

- i) Five years full-time equivalent service (9,100 hours) 50% x bank x salary at time of termination;
- ii) Less than five (5) years full-time equivalent # hours 9,100 x 50% x bank x salary at time of termination.

Accumulation of sick leave credits as per Article 16.02 (a) will commence as of November 1, 1988 or date of hire, whichever is later.

(c) Employees who transfer to part-time or casual status will have the opportunity to access the payout as outlined in (b) above if she or he so desires.

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

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

DATED AT Ballie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER:

J. McHenry  
Karen Tailleux  
T. O. S.  
   
   
 

FOR THE UNION:

Rosendyville  
Labour Relations Officer  
Brian Lagerquist  
Marian Fucolo  
   
J. N. Long

LETTER OF UNDERSTANDING

Between:

NORTH SIMCOE MUSKOKA COMMUNITY CARE ACCESS CENTRE  
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

Re: Vacation Entitlement

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

DATED AT Barrie, ONTARIO, THIS 19<sup>th</sup> DAY OF March, 2010.

FOR THE EMPLOYER:

Jeremy  
Karen Taillefer  
T. C. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

Lois [Signature]  
Labour Relations Officer  
Brian Lagerquist  
Marian Jacobs  
[Signature]  
[Signature]