

COLLECTIVE AGREEMENT

Between:

THE SOUTH EAST 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 purpose of this Agreement is to maintain mutually satisfactory employee relations between the Employer and the Union and to promote an orderly method of settling all differences including grievances, and for the final settlement of disputes.

The parties agree to work co-operatively to provide the best possible community health services and to enhance the morale and well being of the employees in the South East Community Care Access Centre.

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 Registered Nurses, nurses with a Temporary Certificate of Registration, Case Managers, Placement Coordinators, Educators, Pain & Symptom Management Consultants employed by South East Community Care Access Centre, save and except Managers and persons above the rank of Managers, Workplace Wellness and Safety Specialist, Continuous Learning Specialist, Pain and Symptom Management Coordinator, and persons in bargaining units for which other trade unions hold bargaining rights.

Clarity Note:

It is understood and agreed that this bargaining unit includes employees working in a Registered Health Professionals Act capacity and who are not excluded under the Labour Relations Act.

Where "Case Manager(s)" appears throughout the Collective Agreement it shall be understood to include the persons described in the above mentioned bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Parties agree to work cooperatively to maintain the highest possible standard of service and efficiency, and the Union acknowledges the exclusive right of the Employer as follows;

- (a) to direct the operation of the Employer in the best interests of the clients, the community and the employees;
- (b) to formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement;
- (c) to introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services;

- (d) to determine in the interests of efficient operation and highest standards of service, the allocation and number of staff, location of staff, working conditions, the hours of work which are not inconsistent with the terms of this Agreement, work assignments, methods of doing the work and the working establishment for any service provided always that reasonable notice shall be given to the employees involved in any changes to be made;
- (e) to hire, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, determine the number and type of members of the bargaining unit, suspend, discharge or otherwise discipline bargaining unit members for just cause, provided that a claim of discriminatory transfer, promotion, demotion, classification, discipline, or discharge, may be subject of a grievance and dealt with as hereinafter provided.
- (f) To instruct and direct employees in their duties, responsibilities, towards clients, visitors, management and other employees who are outside the bargaining unit;
- (g) To have absolute control of the buildings, use of, equipment, supplies, material, insurance, and all other articles or things belonging to the Employer.

The employer shall exercise its management right herein in a manner consistent with the express provisions of this agreement subject to the right of the employee to lodge a grievance as set forth herein.

ARTICLE 4 - DEFINITIONS

4.01 Regular Full Time Employee

A regular full-time employee is defined as one in respect of whom there is a regular schedule of work providing 70 hours of work biweekly.

4.02 Temporary Full Time Employee

A temporary full-time employee is defined as one who is engaged to perform a fixed term or task on a full-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.

At the end of the fixed term or task, the employee shall revert to her former status. When an employee accepts such an assignment, she shall not be considered for another temporary assignment if accepting such an assignment will require her to leave her current assignment before the end of the fixed term or task. These positions will be posted.

Where the position is filled by an existing employee the incumbent retains her previous status while filling the temporary position.

4.03 Regular Part Time Employee

A regular part-time employee is defined as one in respect of whom there is a regular schedule of work providing less than 70 hours biweekly.

4.04 **Casual Employee**

A Casual Employee is an employee who receives a payment in lieu of benefits, a payment in lieu of vacation, works on a call in basis and does not have any guaranteed hours of work.

Casual employees replace full time or part time employees who are absent from work or such casual employees may work on a special project or program with the understanding that casuals may only be scheduled in advance on the posted schedule after all part time employees at the relevant location/team, have been offered the work.

A casual employee may work as a temporary replacement or on a term for special projects/pilots and programs that will not exceed twelve (12) months for a position that has been posted.

The Employer shall not use casual employees for the purpose of restricting the number of regular full-time or regular part-time positions.

- 4.05 The words "immediate supervisor" or "manager" wherever used in this Agreement shall mean the Manager or a person, as the case may be, to whom the employee usually reports for duty.
- 4.06 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- 4.07 A nurse holding a temporary certificate of registration is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements.

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 membership, or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 5.02 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, marital status, family status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political or religious affiliation, disability, or other factors not pertinent to the Labour Relationship.
- 5.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 5.04 **Whistle Blowing**
- Employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations under the Public Service of Ontario Act, 2006 and any other applicable legislation.

ARTICLE 6 - NO STRIKES NO LOCKOUTS

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

ARTICLE 7 - UNION SECURITY

7.01 (a) The Employer will deduct from each employee covered by this Agreement the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.

(b) Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period. The parties acknowledge that union dues are not applicable to any month during which an employee has no earnings.

(c) If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties.

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

7.03 (a) The amount of the regular monthly dues shall be those authorized by the Vice-President, Finance of the Union. The Union shall notify the Employer of Employer's conclusive authority to make the deduction specified.

(b) In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

7.04 (a) In consideration of the deducting and forwarding of Union dues by the employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

(b) The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, and the employees' social insurance numbers, amount of dues deducted and, where feasible, the Employer shall also provide the job classification, and status of the employee. The list shall also include deletions and additions from the previous month's list. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Employer may also provide the information in an electronic format or on a computer disk.

- 7.05 The Employer shall include on each employee's T-4 slip the amount of dues deducted in the previous year.
- 7.06 A Union Representative shall be allowed fifteen (15) minutes during regular working hours to meet with newly hired employees, to acquaint new employees with the fact that a union agreement is in effect and to give each new employee a copy of this agreement, during the probationary period. These meetings will be arranged collectively or individually by the Employer.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of the Bargaining Unit President and three (3) representatives for the purpose of negotiating a renewal agreement. The Employer agrees to compensate the members of the Negotiating Committee for loss of salary incurred for regular time spent during regular working hours in negotiations with the Employer for a renewal Agreement up to, but not including arbitration.

8.02 ONA – Management Liaison Committee

- (a) The committee will be comprised of three (3) Union representatives and when necessary, four (4) representatives and an equal number of Management representatives when available. The membership of the Committee may be expanded further by mutual agreement.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson shall alternate between the parties.
- (c) The purpose of the Committee includes:
- (i) Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of client services;
 - (ii) Dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;
 - (iii) Discussing and reviewing matters relating to orientation and in-service programs, and generally any matters of mutual concern which are not properly the subject matter of grievances or negotiations.
 - (iv) Communicating any new policies and procedures, which may affect employees prior to the implementation of such policies and procedures.
 - (v) Timely problem-solving by the parties to deal with any concerns prior to their becoming grievable issues.
 - (vi) When there is no Committee meeting scheduled within thirty (30) days, new policies and procedures which affect employees will be forwarded to the Union Committee members for review for a period of ten (10) days prior to implementation.

- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings.

8.03

Grievance Committee

The Employer agrees to recognize a Grievance Committee consisting of up to two (2) employees only for each of the Kingston; Belleville; Brockville/Smith Falls areas.. Upon mutual agreement the composition of this committee may be altered from time to time if necessary.

The function of the Grievance Committee shall be to assist employees in the processing of grievances.

Members of the Union Grievance Committee when meeting with members of Management under the grievance procedure shall not suffer any loss of pay.

8.04

Joint Health and Safety Committee (JHSC)

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the South East Community Care Access Centre offices in order to prevent accidents, injury and illness.

- (a) A Joint Health and Safety Committee(s) will be established under the Occupational Health and Safety Act which will include one (1) ONA representative from each of the Kingston, Belleville, Brockville and Smiths Falls sites and such other ONA members who may be necessary from time to time.
- (b) Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (c) The Committee will be provided all necessary information to enable them to fulfil their functions.
- (d) Meetings shall be held every third month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) Any representative appointed or selected in accordance with (a) hereof shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings or carry out duties during their regularly scheduled hours of work of the Joint Health and Safety Committee in accordance with the foregoing, shall not lose regular earnings as a result of such meetings or duties and inspections.
- (f) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance of all safety rules and practices.
- (g) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective equipment or medications, such equipment and medications shall be provided at no cost to the employees.

8.05

Employee Representative

- (a) The Employer recognizes Union Representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business.
- (b) It is agreed that employee representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission of their supervisor. The Employer agrees to pay for all planned, pre-authorized time spent during regular scheduled working hours by such representatives hereunder. Such permission shall not be unreasonably withheld.
- (c) The Union will provide in writing to the Employer the name of each member of the Negotiating Committee, Grievance Committee, Joint Health and Safety Committee and Union Management Committee.
- (d) The Union may hold meetings on the Employer's premises providing permission has first been obtained from the Employer for the scheduled time and location and provided that the union does not engage in union activities during paid working hours. The Union may utilize equipment including voice mail, faxes and e-mail. Teleconferencing only, if and when available, may be used by the union provided the union reimburses the costs to the Employer.
- (e) At all meetings with the employer, the committees may be accompanied by a representative of the Ontario Nurses' Association provided prior arrangements are made.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01

- (a) For the purposes of this agreement, a grievance is defined as a difference arising between the parties related to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- (b) At any time formal discipline is imposed or at any stage of the grievance procedure, an employee is entitled to be represented by her Union representative. In the case of suspension or discharge, the Employer shall notify the employee and the Union in advance of this right and the purpose of the meeting.
- (c) It is understood that the Union has carriage of all grievances and not any individual or group of individuals.
- (d) Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- (e) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services

of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

(f) Step # 1

It is the intent of the parties that complaints of employees be adjusted as quickly as possible, and it is understood that the employee has no grievance until the employee has first given the manager the opportunity to adjust the complaint. Such complaint shall be discussed with the manager within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days it shall be taken up as a grievance and proceed to Step #2.

Step # 2

The employee may submit a signed written grievance through the Union, to the Senior Manager Employee and Labour Relations or designate. The grievance will be filed on the ONA Grievance Form (Appendix "B") and shall identify the nature of the grievance, provisions of the agreement alleged to be violated and remedy sought.

A mutually agreeable date shall be scheduled to discuss the grievance within nine (9) calendar days. The Senior Manager Employee and Labour Relations will deliver a decision in writing within nine (9) calendar days following the day on which the grievance was presented.

Step # 3

Within nine (9) calendar days following the decision under step #2 the grievance may be advanced to the Senior Director Human Resources and Organization Development or designate. A meeting will then be held between the Senior Director Human Resources and Organization Development or designate and the grievance committee within nine (9) calendar days. The decision of the Employer shall be delivered in writing to the Labour Relations Officer and the local Union representative within fourteen (14) calendar days following the date of such meeting.

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

9.03 Within ten (10) business days of the receipt of notice referred to in Step # 3 above, either party may request a process for a sole arbitrator, selected from the panel set out in Appendix "C", where the grievance concerns the following:

(a) job postings,

- (b) short-term lay offs,
- (c) responsibility pay, premiums, overtime and call-in pay,
- (d) entitlement to leave
- (e) scheduling issues.

All references in Article 9 to an Arbitration Board shall be taken to include a sole arbitrator.

- 9.04
- (a) Once appointed the Arbitration Board/Sole Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the Labour Relations Act to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 9.04 (c)
 - (b) The Arbitrated decision is final and binding upon the parties and upon any employee affected by it.
 - (c) The Board of Arbitration will not be authorized to make any decision inconsistent with the provision of this agreement, nor to alter, modify add to or amend any part of this agreement.
 - (d) Each of the parties hereto will bear the expense of their appointed nominee and the parties will share equally the fees and expenses, if any, of the chairperson.

No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.

9.05 **Policy/Union / Employer Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step #2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

9.06 **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 Manager Employee and Labour Relations or designate within fourteen (14) 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 #1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.07 **Probationary Employees**

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement

The Employer agrees to provide a probationary employee with written reasons for her release within seven (7) days of such release, with a copy to the Local Union.

A claim by a probationary employee that she has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Employer at Step #3 within seven (7) days after the date the release is effective.

9.08 **Discharge, Suspension and Discipline**

- (a) The Employer agrees to provide written reasons within seven (7) 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.
- (b) Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation or by any other arrangement agreed to between the parties.
- (c) A claim by an employee who has completed her probationary period that she 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 seven (7) calendar days after the date the discharge or suspension is effective. Such special 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 arrangement which may be deemed just and equitable.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

- 10.01 (a) In the event that the Employer assigns a number of cases or a workload to an individual employee or group of employees, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:
 - (b) Submit the complaint to the immediate supervisor forthwith. Failing settlement, complain in writing to the immediate supervisor within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the ONA Management Liaison Committee shall convene a meeting of the committee within fifteen (15) calendar days of the filing of the

complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- (c) The parties will use appropriate dispute resolution mechanisms in order to understand the issues being raised in the complaint and to have a reasonable opportunity to find workable solutions.
- (d) The Employer agrees that the Union can make submissions in respect of staffing issues at the ONA Management Liaison Committee during the budget development process.

10.02 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. Any complaint lodged under this provision shall be on the form set out in Appendix "D"

10.03 The parties will use the dispute resolution process in good faith in an attempt to settle any issues filed under this Article for a period of up to three (3) months, or until one or both parties feel that progress is not being made, despite attempts to do so in good faith. Should the parties agree in writing, the three (3) month time period can be extended until such time as one or both parties feel that progress is not being made on finding a resolution to the issue(s) raised. When the parties cease to use the dispute resolution process, either party can resort to the existing process in Article 10.04 and a meeting will be held in accordance with the terms of that Article.

- 10.04
- (i) Failing resolution of the complaint using the Article 10.03 dispute resolution process, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - (ii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
 - (iii) The list of Assessment Committee Chairpersons is attached as Appendix "E".
 - (iv) The parties agree that should a Chairperson be required, the Employer and the Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.
 - (v) Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to

connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

- (vi) Each party will bear the cost of its own nominee and each will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 11 - PROFESSIONAL DEVELOPMENT AND PERSONNEL FILES

11.01 Both the Employer and the Union recognize their joint responsibility and commitment to provide orientation for new employees and to participate in in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Employer.

- (a) Members of the bargaining unit shall have the opportunity for professional growth through education and training designed to assist the individual to function more effectively. These shall include:
 - (i) An orientation program for new staff;
 - (ii) Educational opportunities as deemed appropriate for all staff;
 - (iii) Payment of salary and registration to attend staff educational opportunities;
 - (iv) Information regarding courses for staff will be made available.
 - (v) Additional educational days for specific categories of staff as necessary, and as scheduled by the Employer.

11.02 When an employee is on duty and authorized to attend any in-service programme during her regularly scheduled working hours, she shall suffer no loss in regular pay. When an employee is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular rate of pay.

- 11.03 (a) A copy of any completed appraisal, which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall sign such appraisal as having been read and shall have the opportunity to add her views to such appraisal prior to it being placed in her file. A copy of the appraisal will be provided to the employee at her request. It is understood that such appraisals do not constitute disciplinary action by the Employer against the employee. No document shall be used against an employee where it has not been brought to her attention in a timely manner.
- (b) Upon prior appointment, an employee shall have reasonable access to her personnel file for the purposes of reviewing its contents in the presence of her supervisor or designate. If requested by the employee a Union representative may attend.

- 11.04 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority and service will be based on the date of last hire for full-time employees and will accrue on the basis of paid hours for part-time employees.
- (b) One (1) year of full-time service and seniority shall be equivalent to fifteen hundred (1500) hundred 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 defined as time spent in the bargaining unit from the last date of hire and shall be a factor used for determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters, based on most recent posted seniority list.
- (e) Service is defined as the length of time in the employ of the employer since date of last hire and will be used to determine pay level (i.e. salary progression), sick leave credits, vacation pay, and any other compensation issues.
- (f) **Seniority Conversion**
- An employee's seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1500) hours paid for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority and service for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. No seniority date shall precede the last date of hire.
- (g) Seniority shall be retained and accumulated when an employee is absent from work and in receipt of Worker's Safety and Insurance Benefits as a result of an injury or illness incurred while in the employment of the Employer for a period of thirty (30) months.
- (h) Employees who were not previously represented by a union but who became part of the bargaining unit on November 7, 2007, shall have their service and seniority calculated from their date of last hire at the predecessor employer.

12.02

Effect of Absence

The following shall apply for any leave of absence without pay:

- (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 she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days.
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter unless otherwise provided in the collective agreement.
- (e) Seniority and service will not accumulate, but will remain fixed at the amount held at the commencement of the application of this article.
- (g) 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.
- (h) It is understood that an employee who chooses to continue benefits under any of the 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.

12.03

Probationary Period/Probationary Employee

- (a) A full-time employee shall be considered as a probationary employee for a period of seven hundred and fifty (750) hours worked from her date of hire. All other employees shall have a probationary period of seven hundred and fifty (750) hours worked or six (6) months whichever is lesser. During such period, she shall be subject to ongoing assessment/ performance reviews, which shall be reviewed regularly with the employee. The employee may be released at any time during the probationary period without recourse to the grievance and arbitration procedure, except where such access is required by statute. The probationary period may be extended, but in any case the probationary extension shall not exceed an additional two (2) months or two hundred and eighty (280) hours worked.
- (b) A Case Manager who transfers from casual or regular part-time to full time status or vice versa shall not be required to serve an additional probationary period.

12.04

Accumulation and Retention

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (i) when an employee is on lay-off for a period of up to twenty-four (24) consecutive months from the original date of layoff
- (ii) when an employee is on approved leave of absence in excess of twelve (12) months.

(b) **Loss of Seniority**

Seniority shall be lost and employment will be terminated when an employee is absent from work under the following circumstances:

- (i) resignation/retirement
- (ii) discharged without reinstatement;
- (iii) after two (2) years on lay-off;
- (iv) failure to return from an approved leave of absence without a reasonable explanation acceptable to the Employer;
- (v) failure to contact the Employer within (10) days from the date of mailing of a registered letter advising the employee of a potential recall
- (vi) failure to report to work on the date agreed upon after accepting a recall offer of employment.
- (vii) 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;
- (viii) When 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
- (ix) When an employee uses a leave primarily for a purpose other than that for which it was granted

(b) Seniority shall be lost under the following circumstances;

- (i) an employee accepts a permanent transfer or a permanent promotion to a position outside the bargaining unit.

12.05 **Transfer out of the Bargaining Unit**

An employee who transfers to a position outside of the bargaining unit for a period of up to twelve (12) months shall retain but not accumulate bargaining unit seniority while in that position.

Any extension to such transfer will be negotiated by the parties and shall not be unreasonably denied.

An employee will only be covered for a subsequent transfer out of the bargaining unit if in the interim she had returned to and worked in a bargaining unit position for at least the same duration as her previous assignment outside the bargaining unit

12.06

Seniority Lists

Seniority list will be comprised of name, classification, original date of hire, seniority date for full time employees and seniority hours for part-time and casual employees.

- (a) Separate seniority lists for full-time, part-time including job sharers and casual employees who have completed the probationary period shall be posted by the Employer March 1 and September 1. All probationary employees shall be included on the seniority lists for information purposes only.
- (b) Seniority lists shall be posted on the SECCAC intranet with a copy provided to the Bargaining Unit President. Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate.
- (c) At any time layoff notices are issued an up to date seniority list will be provided to the Bargaining Unit President and posted on the SECCAC intranet.

ARTICLE 13 - JOB POSTINGS

- 13.01 When a vacancy occurs that requires posting or when creating a new position, the Employer shall post notice of the vacancy on the SECCAC intranet for a minimum of ten (10) calendar days in order that staff will know that a position is open and be able to make written application. The posting shall include the following information: Full-time or Part-time Status; Job Title; Office Location; Initial FTE Allocation; Initial Hours of Work; Initial Assignment.
- 13.02 Incumbents applying for a subsequent posted position within six (6) months from the date they commenced work in their present position need not be considered for such position. The Employer will advise the union whenever such subsequent posting is awarded.
- 13.03
 - (a)
 - (i) Vacancies which are not expected to exceed four (4) months may be filled and or posted at the discretion of the Employer. In filling such vacancies, consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. In the case of a vacancy, the Employer shall either fill the vacancy within a reasonable period of time or provide the Union with written notice that the Employer intends to postpone or not fill the vacancy.
 - (ii) Where a temporary vacancy occurs for a period of four (4) months or longer, the vacancy shall be posted. Subsequent vacancies that occur as the result of an employee being the successful applicant to a temporary posting need not be posted and the new vacancies shall be filled at the discretion of the Employer. The status of the regular employee shall not change where she is the successful candidate.
 - (iii) Regular full-time, part-time or casual employees filling temporary positions may not apply for other temporary positions during the term of the current temporary position. However the Employer and

the union may agree to waive this provision where circumstances warrant.

- (b) Employees shall be selected for positions posted on the basis of their skill, ability, experience, qualifications and performance. Where these factors are relatively equal among the employees being considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.
- (c) The name of the successful applicant will be posted. At the request of the employee, the Employer will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.
- (d) Where an applicant has been selected in accordance with this Article, and it is subsequently determined that she cannot satisfactorily perform the assignment to which she was assigned, the Employer will attempt, during the first sixty (60) calendar days' worked from the date of the assignment, to return the employee to her former assignment and the filling of subsequent vacancies will be reversed.
- (e) If the employee requests during the first sixty (60) calendar days, to revert to their former position and the Union and the employer agree she shall be returned to her former job and wage rate without loss of seniority. Any other employee promoted or transferred because of the initial vacancy shall also be returned to her former job and wage rate, without loss of seniority.

13.04 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 placed in the assignment within sixty (60) days.

Should circumstances arise which prohibit the employee from commencing the assignment a meeting between the Union and the Employer will take place to resolve the situation. Such placement will not be unreasonably delayed.

13.05 An employee who wishes to transfer from her present status, assignment, or office, may do so by filing the appropriate form with Human Resources, or designate, indicating the status, assignment, or office preferred. Such form shall be considered as a formal application for positions posted as per this article and shall be kept on file for the balance of the calendar year. A transfer request on file does not preclude other employees from applying for postings.

13.06 An employee on leave of absence may apply for vacancies provided that she is available to start work within four (4) weeks of the commencement of the position.

ARTICLE 14 - LAYOFF, RECALL AND SEVERANCE

14.01 Definitions

- (i) A short term layoff shall mean any temporary layoff which is not anticipated to exceed thirteen (13) weeks in length;

- (ii) A long term layoff shall mean any layoff which will be longer than thirteen (13) weeks.

14.02

Notice

- (a) In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position currently occupied within the bargaining unit, the Employer shall:
 - (i) meet with the Union to discuss details of the lay-off and to consider suggestions from the Union;
 - (ii) provide the Union with no less than four (4) months written notice of the proposed layoff or elimination of position; and
- (b) Meet with the Union to review the following:
 - (i) the reasons causing the lay-off;
 - (ii) the service which the Employer will undertake after the lay-off;
 - (iii) the method of implementation, including areas of cutback and the employees to be laid off;
 - (iv) methods of reducing the impact of the layoff, which may include reducing hours rather than laying off employees. Any such methods require the agreement of the Union.
- (c) Notice of layoff shall be given to each affected individual and will not be less than that provided under the Employment Standards Act.

14.03

- (a) A layoff of employees shall be made on the basis of seniority initially within the classification, status (fulltime or part time) and area. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification and area where the layoff is going to occur will be released first. Employees who are subject to layoff may bump the least senior employee of the same status (full time or part time) and classification within the same area provided such employee has the necessary qualifications and ability to do the work required. It is acknowledged that training and orientation will be provided as necessary.

Employees who are unable to bump the least senior person of the same status within their classification and area may bump the least senior person of either status, in the same or different classification, in the same or different area in the bargaining unit provided such employee has the necessary qualifications and ability to do the work required. It is acknowledged that training and orientation will be provided as necessary. Employees will inform the Employer of their decision to bump or accept the layoff within three (3) working days of:

- (i) The Employer providing to the Union the information contemplated by Article 14.03 (e) or 14.02 (b), or
- (ii) The receipt by the employee of her notice of layoff, whichever is later.

Note: For purposes of this clause, "area" shall mean the work assignments within the Belleville area, Smith Falls/Brockville area and Kingston area offices and any other area offices the Employer establishes.

- (b) (i) Laid off employees 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 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 lay off nor bumping rights. Furthermore, the time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends. Employees temporarily recalled will be paid the percentage in lieu of benefits unless they maintained benefits in which case the Employer shall pay the Employer contribution to benefits. Otherwise employees temporarily recalled have all the rights of other recalled employees.
- (ii) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.
- (iii) Where a full-time employee on layoff is the successful candidate for a vacant part-time position; she shall retain recall rights to her former position in the full-time bargaining unit for a period of six (6) months from the date of her layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.
- (c) Full-time and Regular Part-time laid off employees may elect to have access to shifts that would otherwise be offered on a casual basis. The process of offering the shifts would be in accordance with the current practice for offering casual shifts. The refusal of casual shifts would not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses would be unaffected during the periods of time worked.
- (d) Recall to a regular part-time or regular full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days or receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.
- (e) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service, which the Employer will undertake after the layoff.
- (f) For greater certainty, laid off employees are entitled to apply for posted vacancies.

- (g) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
- (h) The Employer will not hire any new employees to fill a Case Manager position or one that is similar to Case Manager where there is an employee on layoff who is willing and qualified to fill the requirements of the job.

14.04 Severance pay will be paid in accordance with the Employment Standards Act.

14.05 The Employer agrees to pay its share of coverage for extended health, dental and semi-private benefit plans for a period of twelve (12) months for employees laid off, provided that the employee pays her share of the said benefit plans.

14.06 **Job Security / No Contracting Out**

- (a) No regular employee shall be laid off or have her hours of work reduced as a result of contracting out work presently performed by members of the bargaining unit.
- (b) Employees who are in a supervisory position shall not work on any jobs which are in the bargaining unit except in cases of emergency or when client care is at risk.
- (c) Unless otherwise agreed by the Union and the Employer, work performed by full time employees will not be assigned to part time employees for the purpose of eliminating fulltime positions.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 (a) **Union Leave**

- (i) Leave of absence without pay and without loss of service or seniority shall be granted, upon request to the Employer, to employees who have passed their probationary period and who are elected or appointed to attend Union business provided such leave of absence does not interfere with efficient operations. Such time shall not exceed a total of ninety (90) workdays in any calendar year and not more than two (2) employees from each area (areas being Belleville, Kingston, Smith Falls/Brockville) shall be permitted to be absent at any one time. Such requests shall be in writing to the employees' immediate Manager(s) as far in advance as possible and shall contain the names of the appointed employees plus the dates of requested absence. Two (2) week's notice shall be given where practicable. Such leaves shall be granted subject to staffing and/or client needs but shall not be unreasonably denied.
- (ii) Employee's salary and applicable benefits shall be maintained by the Employer during the above leave, and the Union agrees to reimburse the Employer for salaries.

(b) **Leave for Board of Directors/Local Coordinators**

Employees elected as Local Co-ordinator or to the Board of Directors of the Ontario Nurses Association, other than to the Office of President, shall be granted leave to attend to Union business. There shall be no loss of service or seniority. Two (2) week's notice shall be given where practicable.

Employee's salary and applicable benefits shall be maintained by the Employer during the above leaves, and the Union agrees to reimburse the Employer for such salaries and benefits.

(c) **Leave for ONA President**

A written request for a Leave of Absence for an employee elected as President of the Ontario Nurses Association will be submitted no less than thirty (30) calendar days in advance of the commencement of the leave. There shall be no loss of service or seniority. The employee will advise the Employer at least thirty (30) calendar days prior to her date of return to work.

- (d) Employee's salary and applicable benefits shall be maintained by the Employer during the above leaves, and the Union agrees to reimburse the Employer for salaries. The union further agrees to reimburse the full cost of benefits as determined by the Employer for the Local Co-ordinator, and /or Board of Directors and/or President of ONA.

15.02 **Personal Leave of Absence**

The Employer may grant a personal leave of absence without pay of up to twelve (12) months to employees who request it in writing. Such leave shall not be unreasonably withheld and will be subject to the terms of Article 12.02.

15.03 **Bereavement Leave**

- (a) (i) Upon the death of an employee's spouse (spouse to include same sex partner or common-law partner), parent, child, stepchild or grandchild, an employee shall be granted leave with pay up to a maximum of five **(5) consecutive scheduled working 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.
- (ii) Upon the death of an employee's step parent, legal guardian, sibling(s), mother-in-law, father-in-law 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.

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/his aunt or uncle, niece or nephew.

- (c) Immediate family shall be defined as brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother and grandfather.
- (d) The intent of this Article is not to convert an unpaid leave into a paid leave. For the purposes of this clause only, sick leave greater than thirty (30) days and LTD, are deemed to be unpaid leave.

15.04

Jury and Witness Duty

An employee required to serve on jury duty, or as a witness in any court of law in which the Crown is a party or as a witness at a proceeding convened under the RHPA, at an inquest, or as a witness in a case arising out of her employment shall not lose regular pay because of such attendance, provided that the employee:

- (a) Notifies the immediate supervisor, as soon as possible, when required to serve under any of the above circumstances;
- (b) Presents proof of service requiring her attendance;
- (c) Deposits with the Employer the full amount of compensation received less expenses, for such service;
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift (without prejudice), she shall not be required to attend court then report for duty the same day;
- (e) Time off for which an employee would be entitled to pay under this clause where she is summoned to court for any duty except jury duty shall be limited to five (5) days.

15.05

Pregnancy and Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

- (d) An employee, who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to thirty-five (35) weeks in duration (37 weeks when pregnancy leave is not taken).
- (f) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (g) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.
- (h) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety percent (90%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

- (i) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. An employee who is eligible for parental leave in accordance with the Employment Standards Act, because she is an adoptive parent or the natural father, will be granted a Parental leave of up to thirty-seven (37) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (j) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety (90%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the two (2) weeks Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

- (k) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under this plan. Where the employer pays less than one hundred (100%) percent of benefit premiums the employee is responsible to pay his/her portion of premiums for benefits continued during the leave.
- (l) The Employer will continue to make Employer contributions for benefit premiums in which the employee is enrolled:
- (i) for the period of the pregnancy and/or parental leave for the employee up to a maximum of fifty-two (52) weeks;
 - (ii) for the period of parental leave for the co-parent up to a maximum of thirty-seven (37) weeks;
 - (iii) for the period of the adoption leave for the parent up to a maximum of thirty-seven (37) weeks.
- (m) The period of leave will be considered as continuous service for purposes of seniority, annual increments and length of vacation entitlement.
- (n) Employees newly hired to replace employees who are on approved pregnancy/parental leave will be considered casual employees and may be retained as a casual employee following completion of the temporary position referred to above. The employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. Such employee shall have no recourse to layoff and bumping rights for purposes of securing a regular position at the completion of the temporary assignment.

- (a) Leave of absence, without pay, for the purpose of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Senior Director Human Resources and Organization Development or her designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purposes of writing any examinations required in any recognized course in which employees are enrolled to upgrade their employee functions.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment with the Employer, may be granted at the discretion of the Employer upon written application by the employee to the Executive Director or designate.
- (d) Employees will not be required to work on the day they write the examination.

15.07 **Military Leave**

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

15.08 **Political Leave**

Upon written request, the Employer will grant leave of absence for the purposes of running or holding federal, provincial or municipal office. On return to work an employee will resume their former position. Seniority will not be accrued or lost during such leave.

15.09 **Secondment**

The right to approve a secondment rests solely with the Employer. Should the Employer approve a secondment of a bargaining unit member, the parties will meet to determine the terms of the secondment. Any agreement reached will prevail over the terms of the Collective Agreement. Such request will not be unreasonably denied.

15.10 **Care Leave**

- (i) Employees will be granted up to thirty-five (35) hours leave in each calendar year for the purpose of attending to family related responsibilities and or other emergencies.

Fifty (50%) percent of the leave granted under this clause (up to 17.5 hours) shall be provided by the Employer as paid leave. The remaining fifty (50%) percent (up to 17.5 hours) will be contributed by the employee from the employees 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 (50%) percent of the leave will be paid for by the Employer (to a maximum of 17.5 hours) and fifty (50%) percent by the employee, as per the preceding paragraph.

- (ii) Care Leave will include all purposes under Section 50 (1) (2) & (3) of the Employment Standards Act, 2000. Employees accrue seniority and service while on such leave.
- (iii) 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 (10) days of unpaid leave to the extent that the Care Leave clause, and other leave clauses are accessed during the course of a year.

15.11

Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to her Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- (c) The year for purposes of the program shall be any twelve (12) month period as may be agreed upon by the employee, the local Association and the Employer.
- (d) In approving requests for prepaid leave, the number of employees that may be absent at any one time will be a maximum of five (5) employees.
- (e) During the four (4) years of salary deferral, twenty (20%) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating.

Contributions to the Hospitals of Ontario Pension Plan during the year of the leave are subject to the approval of Management. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The employee will be reinstated to her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (l) 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 15.11 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

15.12

Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA 2000 under Section 14 Leave of Absence Section 49.1 for up to eight (8) weeks within a twenty-six (26) week period.

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and both the employer and employee will continue to pay their respective shares of the benefit and pension premiums in which the employee is participating during the leave.

The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

ARTICLE 16 - SICK LEAVE AND LONG TERM DISABILITY

16.01

Short Term Disability

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

KFL&A part time employees currently participating in STD benefits as of October 1st will be grand parented for Short Term disability benefits. Entitlement will be prorated based on FTE of the position occupied as of date of ratification. It is understood that such employees will not be permitted to continue participation in STD benefits should they move to another office location outside the former KFLA geographic area. It is further understood for purposes of this Article, service is based on hours worked in accordance with Article 12.01 (b).

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

For Full Time (FT) employees with less than 3 months service entitlement shall be 1 ½ days' sick leave, with 2/3 pay, for each month of service (4 ½ days maximum).

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

16.02 (a) The total fifteen (15) week sick leave benefit period is provided to an employee only once each calendar year. If an employee is away from the workplace due to illness and returns to work before the fifteen (15) week sick leave benefit is exhausted and then is away from the workplace again due to illness the employee has the balance of remaining sick leave benefit entitlement for that calendar year.

(b) The total fifteen (15) week sick leave benefit period represents the short-term disability waiting period for Long-Term Disability (LTD) benefits, if an employee is approved by the LTD carrier.

16.03 Incidental sick leave days are deducted from the total fifteen (15) week sick leave benefit period in each calendar year.

16.04 If an employee is approved for LTD disability benefits (having exhausted the total fifteen (15) week sick leave benefit period and the employee returns to work within the same calendar year the employee then:

- (a) Completes three (3) weeks of continuous full-time employment and has less than fourteen (14) years of service, the reinstated fifteen (15) week sick leave benefit is at two-thirds (2/3) salary only.
- (b) Completes three (3) weeks of continuous full-time employment and has fourteen (14) years of service or more, the reinstated fifteen (15) week sick leave benefit is at full salary.
- (c) Does not complete three (3) weeks of continuous full-time employment and goes off sick for the same or related disability from which she just returned, the LTD carrier will be notified and LTD benefits may resume.
- (d) Does not complete three (3) weeks of continuous full-time employment and goes off sick for a different illness from that which she just returned, the employee will receive sick leave benefits at two-thirds (2/3) salary no matter their length of service and to a maximum of fifteen (15) weeks.

16.05 If an employee is not approved for LTD disability and has exhausted the total fifteen (15) week sick leave benefit period and the employee remains off work, no salary will be paid to the employee until the employee returns to work. When the employee returns to work, and:

- (a) Completes three (3) weeks of continuous full-time employment and has less than fourteen (14) years of service, the reinstated fifteen (15) week sick leave benefit is at two-thirds (2/3) salary only.
- (b) Completes three (3) weeks of continuous full-time employment and has fourteen (14) years of service or more, the reinstated fifteen (15) week sick leave benefit is at full salary.
- (c) Does not complete three (3) weeks of continuous full-time employment and goes off sick for the same or related disability from which she just returned, no salary will be provided to the employee.
- (d) Does not complete three (3) weeks of continuous full-time employment and goes off sick for reason of a different illness from that which she just returned, she will receive sick leave benefits at two-thirds (2/3) salary no matter her length of service and to a maximum of fifteen (15) weeks.

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

16.07 (a) Salary, based on provisions in 16.01 shall not be lost for absence on account of illness provided the employee notifies the manager or designate and the employee has sick leave benefits from which the time shall be deducted. When an illness occurs within the work day the full period of absence will be deducted from the regular full time employees' sick leave benefits.

- 16.08 An employee must report any illness or absence in accordance with the policies of the organization, except in the case of an emergency. The employee should advise her manager of the expected duration of the absence in accordance with SE CCAC policy.
- 16.09 Full Time employees and those KLF&A part time employees referred to in 16.01 shall be eligible to apply for STD benefits for time lost owing to (1) illness, (2) injury, and (3) exposure to a communicable disease for which the employee has been quarantined by the Medical Officer of Health, to the full extent of their sick pay credits, except where an award is made under the Workplace Safety & Insurance Act.
- 16.10 (a) An eligible full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for workers' compensation for a period of longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefits she would receive from *Workplace Safety and Insurance Board* if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the STD plan. Payment will be provided only if the eligible full-time employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payment will be refunded to the Employer following final determination of the claim by the *Workplace Safety and Insurance Board*. If the claim for worker's compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Employer's short term disability plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- (b) Where an employee is absent owing to incapacity and an award has been made by the Workplace Safety & Insurance Board, the employee shall receive the difference between her salary or rate of pay and the rate payable under such award to the extent of the employee's sick pay credits.
- 16.11 An employee, including those KFL&A part time employees referred to in 16.01, absent through illness on paid holidays observed by the Employer, shall be paid at the salary rate being paid at that time, provided sick leave pay is being made and provided that the employee is entitled to such holiday pay in accordance with Article 19.10.
- 16.12 The Employer shall have the right at any time to require that an employee who is absent on account of illness be examined and reported upon by a legally qualified physician.
- 16.13 (a) The qualifying period is the period of disability before sick pay benefits commence. There is no qualifying period for the first three periods of Total Disability in a calendar year. No benefit is payable for the first two days of absence in the fourth and subsequent periods of Total Disability in a calendar year when the total # sick days is more than eight (8) days per year. A period of Total Disability may include more than one absence if such absences are from the same or related cause and are separated by a period of less than three weeks.

- (b) Whenever an employee's days of illness exceed sick pay entitlement, the excess days over the amount of such entitlement shall be without pay.

16.14 Any part of the annual vacation which may be due shall be allowed an employee who is absent owing to illness if sick pay entitlement is exhausted.

16.15 An employee who becomes ill during annual vacation must be medically certified and confined to hospital, or certified confined to bed by a qualified physician, to receive consideration by the Employer to have such time declared sick leave rather than annual vacation.

16.16 The date for sick leave purposes is the employee's service date. The service date will be adjusted for the full period for unpaid absences in accordance with the Effect of Absence clause.

16.17 When a member of the bargaining unit is absent on a leave of absence without pay for any reason, or is laid off on account of lack of work, she shall not be entitled to Short Term Disability benefits under this article during such leave or layoff.

16.18 **Long Term Disability**

- (a) The Employer will pay one hundred (100%) percent of the cost of the premiums of a Long Term Disability Income Protection Plan, to provide coverage for eligible members of the bargaining unit who have exhausted Short Term Disability Benefits and continue to be unable to report to work as a result of disability due to illness or accident. Coverage shall be to a maximum of 66-2/3% of salary (maximum \$6,000.00 per month) and shall commence following exhaustion of the short term disability plan.

- (b) Entitlement to Long Term Disability benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to advocate on behalf of the member when there is a dispute between the insurer and the member.

Long Term Disability	Long Term Disability Custom Plan (employer funds 100 % of premiums)
Benefit Amount	66 2/3 % of monthly earnings
Maximum	\$6,000
NEM	\$6,000
Qualifying Period	(105/15 weeks)
Max Benefit Period	To age 65 (Disabled between age 64 and 65 benefits cease at age 65)
Definition of Disability	24 month own occupation
Taxable	Yes
Offsets	Primary

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) (i) The following provision designating regular hours per day or days per week over the schedule determined by the South East Community Care Access Centre shall not be construed as a guarantee of the hours of work to be performed in each day or during each schedule.

- (ii) The normal daily shift shall be a continuous seven (7) hours exclusive of an unpaid meal period, of sixty (60) minutes. The allocation of staffing and scheduling of work will support all hours of operation and are subject to change to meet the needs of the South East Community Care Access Centre clients. Such change in hours will not be effected without prior discussion with the Union. The Employer will provide at least four (4) weeks notice to affected employees unless otherwise agreed between the parties.
- (b)
 - (i) Nothing in this provision restricts the Employer from establishing and or maintaining afternoon, evening, night or weekend shifts, and shifts of up to twelve (12) hours inclusive of paid breaks and exclusive of sixty (60) minutes of unpaid meal time.
 - (ii) Scheduling of an employee for a shift of less than four (4) hours will be for the purposes of in-service for or by the employee or to schedule the employee to attend a meeting.
 - (iii) Shifts of less than seven (7) hours will not be implemented without prior discussion with the Union and adequate notice to employees prior to such implementation.
 - (c) The normal daily extended services tour shall be up to ten and a half (10.5) consecutive hours in any twenty-four (24) hour period, exclusive of a total of sixty (60) minutes of unpaid meal time.

Employees shall be entitled, subject to the exigencies of client care, to relief periods during the tour of up to a total of forty-five (45) minutes.

The scheduling of meal and relief periods shall be determined by the parties.

Where the duration of a shift worked is between seven (7) hours and ten and a half (10.5) hours worked, the Employer will ensure that employees working such shifts will be entitled to a third paid rest period after completion of seven (7) hours of work. In addition, such employees will be entitled to sixty (60) minutes of unpaid meal time.

- 17.02 (a) The regular daily hours of work of a regular full-time employee shall average seventy (70) hours of work biweekly.
- (b) Employees shall be entitled, subject to the exigencies of the job, to relief periods during the day on the basis of fifteen (15) minutes in each half (1/2) day worked.

17.03 **Scheduling**

- (a) Requests for an exchange of scheduled hours by employees must be submitted in writing and co-signed by the two (2) employees agreeing to exchange. The request for such a change shall be brought to the manager's attention in advance of the exchange for approval. No additional premium pay will occur and satisfactory staffing must result from such exchange.
- (b) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests for change in scheduling will be submitted two (2)

weeks prior to posting where possible. Any late requests shall not be unreasonably denied.

- (c) Should the Employer be required to change the schedule of hours or days off with less than forty-eight (48) hours of notice, the employee involved in such change will be paid time and one-half (1 ½) the regular straight time hourly rate for the first day or hours of the new schedule.
- (d) No employee shall be scheduled to work more than seven (7) consecutive days without having at least two (2) consecutive days off. A Case Manager will not normally be scheduled to work more than one (1) in every four (4) weekends which can be averaged as three (3) weekends in twelve (12), except where vacation or unexpected absences necessitate such arrangement. In the event she works more than two (2) weekends in four (4) she will be compensated at time and one-half (1 ½) her regular hourly rate for such extra weekend.
- (e) Regular part-time employees will have regularly prescheduled hours. Additional shifts will first be offered to part-time employees within their assigned office location by seniority who indicate an interest in such work, and then to casual employees. Employees who accept additional shifts at an office that is located more than 35 kilometres from the office to which their position is attached, shall be paid a daily rate of fifty dollars (\$50.00) for each day of coverage as compensation for travel time and mileage, for reporting to another office. An employee who accepts an assignment to a temporary position in another office shall not be eligible for such reimbursement.
- (f) Regular full-time employees, regular part-time employees and casual employees filling a temporary position of four (4) months or longer, may, by mutual agreement of the employee and the Employer, alter the number of hours worked in a day to provide for flex time to be taken during the pay period. This arrangement is not meant to provide for a compressed work week. If circumstances prevent the use of flex hours within the pay period such time will not be lost but must be taken within the next two (2) pay periods. No additional flex time will be approved until the carried forward flex time has been utilized.

17.04

If a Case Manager is unable to work a prescheduled evening, weekend or holiday shift, the employer will first request from the team volunteers starting with part-time and then casual staff in order of seniority. If no volunteer is found the shift will be assigned as follows:

- (a) The Employer will assign the shift to relevant team staff on a rotating basis in order of seniority commencing with the most senior team member according to the following principles:
 - (i) Each employee will only be assigned to one of the shifts to be filled unless an employee agrees or requests to work both shifts. The employer will ensure that an employee working such entire weekend will not be scheduled to work the day following the weekend.
 - (ii) Each employee so assigned will receive pay at time and one-half (1 ½) her regular hourly rate of pay for the hours so assigned and

worked, and will be allowed to bank such time in accordance with the current compensating time provisions as provided in Article 18.

- (iii) Employees may exchange among themselves such assigned shifts providing no premium payments are incurred.

ARTICLE 18 - PREMIUM PAYMENT AND OTHER ALLOWANCES

18.01 Overtime

Overtime is defined as any hours worked in excess of an employee's regular work day as defined in Article 17 Hours of Work. An Employee shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate which overtime premium shall be compensated by mutual agreement of the employee and the Employer by either:

- (a) Payment of overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time so worked; or,
- (b) Lieu time off at the rate of one and one-half (1½) times the time so worked to a maximum of thirty (30) straight time hours, to be taken at a time that is mutually agreeable to the employee and the Employer. Lieu time in excess of thirty (30) straight time hours will be paid out.
- (c) Overtime at time and one-half to be paid after seventy (70) hours bi-weekly. Overtime for employees working less than full-time hours shall be paid at time and one half (1½) and shall be based on time worked in excess of seven (7) hours in a day, unless the parties have agreed to a longer daily work period in which case such longer work period shall apply.
- (c) Overtime requires Employer approval in advance unless impossible. The Employer will make every effort to ensure that it has a representative available to deal with requests for overtime approval.
- (d) Overtime shall be made available to employees who are willing and qualified to perform the available work. Work beyond the normal length of a daily shift will not be unreasonably refused by an employee.
- (e) Where an employee notifies her supervisor that she has been or will be unable to take the normal lunch break due to extenuating circumstances, such employee shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours. Whenever possible, the employee will contact her supervisor in advance in order to obtain approval.

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

18.03 **Call Back**

A regular employee who is called back to work outside her regular working hours shall be paid for a minimum of four (4) hours at one and a half (1½) times her straight time hourly rate.

18.04 **Retention Incentive**

Effective the second pay period following ratification the Employer will provide a retention incentive/shift premium to a maximum of five thousand dollars (\$5000) per year at the rate of two dollars and eighty-five cents (\$2.85) per hour for all hours worked before 8:30 am and after 4:30 pm on weekdays and for all hours worked on weekends and holidays.

Effective January 1, 2010 the Employer will provide a retention incentive/shift premium to a maximum of five thousand dollars (\$5000) per year at the rate of three dollars (\$3.00) per hour for all hours worked before 8:30 am and after 4:30 pm on weekdays and for all hours worked on weekends and holidays.

Such premium will be paid on each pay.

Incentive pay is prorated to hours of work that occur outside of 8:30 am – 4:30 pm Monday thru Friday. All employees who work such hours will be entitled to such payment.

The parties agree there shall be no pyramiding between overtime compensation and retention incentive pay. Hours that are paid daily overtime shall not be used to trigger a biweekly overtime claim.

18.05 **Standby**

An employee who is required to remain available for duty on standby, shall receive standby pay in the amount of two dollars and seventy-five cents (\$2.75) per hour, for the period of standby scheduled by the Employer. If an employee is called to work from standby where she has to work outside her home, she shall receive a minimum of four (4) hours pay at her regular rate of pay. The employee shall cease receiving standby premium for those hours that she works under the preceding sentence. Standby pay for employees required on a paid holiday will be in the amount of three dollars and twenty-five cents (\$3.25) per hour for the period of standby scheduled by the Employer.

18.06 **In Charge Premium**

Where and when a case manager is assigned charge duties she will be paid an additional three dollars (\$3.00) per hour.

18.07 **Transportation Allowance**

KFL&A employees who are currently in receipt of the car allowance will continue to receive this payment until January 31, 2009. Effective February 1st, 2009 such employees will receive a one time only lump sum payment of twenty-five hundred dollars (\$2500.00) at which time they will be compensated at the rate as set out below;

(Note - employees receiving a prorated car allowance will receive a prorated portion of the above)

All employees required to use their vehicle for the Employer's business will be paid a per kilometre rate of;

- Date of ratification \$0.44/km
- April 1, 2010 \$0.46/km

Part time or casual employees who reside in Bancroft, Belleville, Kingston, or Selby and who have agreed to provide coverage in the Northbrook office for less than thirty (30) consecutive days at any one time throughout the calendar year shall be paid a daily rate of fifty dollars (\$50.00) for each day of coverage to a maximum of one thousand dollars (\$1000.00) to cover mileage costs to and from the Northbrook office.

Please see Article 17.03 (e) for related language.

18.08

Parking

- (a) The Employer agrees to reimburse employees for job related parking costs when free parking is not available or the Employer is unable to offer such free parking.
- (b) Staff members assigned to shifts at Kingston hospitals shall use the shuttle service to free parking and will be reimbursed for parking only when such free parking is unavailable to them.
- (c) No employee shall be required to pay parking fees at their workplace.

18.09

Pay for Work on the Phone

Where an employee receives a "work" telephone call outside her hours of work, she shall be paid premium pay (i.e. (1½) one and one half times her regular rate of pay) for the actual time of the calls to the next increment of ¼ hour.

ARTICLE 19 - PAID HOLIDAYS

19.01

- (a) The following holidays will be recognized:

New Years Day
 Family Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 last ½ working day before Christmas
 Christmas Day
 Boxing Day
 last ½ working day before New Year's

- (b) If the federal/provincial government declares a holiday other than those listed above the new holiday will be in addition to the holidays listed above provided this holiday is declared during the term of this collective agreement.
- 19.02 If a holiday falls on a Saturday or a Sunday, it shall be observed on the preceding or following working day at the discretion of the Employer.
- 19.03 (a) When any of the foregoing holidays outlined in Article 19.01 occur during an employee's vacation period, these days shall not be counted as vacation days.
- (b) Where a holiday falls on an employee's scheduled day off, an additional day off with pay will be scheduled.
- 19.04 In order to qualify for a holiday, an employee shall complete her full scheduled shift on each of the working days preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:
- (a) Legitimate illness or accident, which commenced within a month of the date of the holiday;
- (b) Vacation granted by the Employer;
- (c) The employee's regular scheduled day off;
- (d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 19.05 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal day's work as set out in Article 17.
- 19.06 A full-time employee required to work on any of the paid holidays shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on such fixed holiday and in addition, she shall receive a lieu day off with pay in the amount of her regular straight time rate of pay for a normal day. Where an employee becomes entitled to a lieu day, the lieu day shall be scheduled as agreed between the South East Community Care Access Centre and the employee and should the employee desire an alternate lieu day; the South East Community Care Access Centre will endeavour to accommodate her request subject to scheduling needs.
- A full-time employee may only accumulate a maximum of two (2) lieu days for paid holidays which must be taken prior to December 15th in the calendar year in which they were earned.
- 19.07 It is further understood that any part-time employee who works on a paid holiday, as listed in Article 19.01 of this Agreement, shall be paid time and one-half (1½) her regular straight time hourly rate for all hours worked on the holiday. Such part-time employee is not entitled to the lieu day.
- 19.08 When an employee is scheduled off on a paid holiday which occurs on a Monday or Friday, the employee shall be scheduled off the Saturday and Sunday in conjunction with such holiday unless mutually agreed otherwise.

- 19.09 When an employee is scheduled to work a paid holiday which occurs on a Monday or Friday, the employee shall also be scheduled to work the Saturday or Sunday (unless mutually agreed otherwise).
- 19.10 An employee absent on an authorized leave of absence shall not be eligible for paid holidays observed more than thirty (30) days after such leave of absence commenced.

ARTICLE 20 - VACATIONS

- 20.01 All employees shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Effective the vacation year commencing January 1, 2009 employees who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.66 days (11.62 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 8% of gross earnings.
 - (b) Effective the vacation year commencing January 1, 2009 employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay (140 hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
 - (c) Effective the vacation year January 1 2009, employees who have completed twelve (12) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay, (one hundred seventy-five (175) hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
 - (d) Effective the vacation year January 1, 2009, employees who have completed twenty-four (24) years or more of full-time continuous service and effective Jan 1, 2010 employees who have completed twenty-three (23) years or more of full time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay (two hundred and ten (210) hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.
 - (e) Effective the vacation year January 1, 2009, full time employees who have completed twenty-eight (28) years or more of full-time continuous service shall be entitled to six (6) weeks of annual vacation with pay (two hundred and ten (210) hours pay for employees whose regular hours of work are other than the standard work day) plus one additional day (seven (7) hours) for each additional year of service completed to a maximum of seven (7) weeks, provided the employee works or receives

paid leave for a total of at least fifteen hundred and twenty-five (1525) hours in the vacation year.

- (f) All regular part-time employees shall be entitled to vacation pay and shall be provided vacation time in accordance with the vacation entitlement of full-time employees as set out above.
- (g) If an employee works or receives leave for less than fifteen hundred and twenty-five (1525) hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:
 - 4 week entitlement - 8%
 - 5 week entitlement - 10%
 - 6 week entitlement - 12%
 - 7 week entitlement – 14%
- (h) Vacation pay shall be computed and paid to each part-time employee for each pay period in which it occurs.

20.02

- (a) Effective the vacation year January 1, 2009, annual vacation shall be taken during the calendar year in which vacation entitlement accrues, subject to the approval of the Supervisor/Manager. However employees may carry over five (5) vacation days into the following year.

For purposes of clarity when an employee transitions to a higher vacation entitlement, additional time will be prorated.

- (b) The Employer will post by February 1st a vacation preference list in each office of the South East Community Care Access Centre and each employee employed by the South East Community Care Access Centre should indicate prior to March 31st her preference(s) for vacation period. Where more employees have indicated the same period than the Employer can reasonably grant, preference for the choice of vacation period shall be given to employees having the most seniority, consistent with the efficient operation of the South East Community Care Access Centre and in accordance with 20.02d.
 - (i) Requests for vacation to be taken between April 1st and June 14th must be submitted by December 31st and an approval list will be issued February 15th. Any requests submitted after December 31st for this time period will be considered in order of receipt.
 - (ii) For vacation requests received up to March 31st for time to be taken between June 15th and September 30th, the Employer shall provide an approval list on or before May 15th. For vacation to be taken October 1st up to and including December 31st the Employer shall provide an approval list on or before September 15th. For vacation to be taken January 1st of the subsequent calendar year up to March 31st of the subsequent calendar year an approval list will be provided by October 31st.
 - (iii) Requests received after March 31st will be considered in order of receipt.

- (iv) Notwithstanding the above the Employer shall make every effort to respond as quickly as possible.
 - (c) The Employer will, unless circumstances warrant otherwise, schedule off the weekends prior to and following an employee's vacation unless otherwise requested by the employee.
 - (d) **Vacation Scheduling**
 - Granting of vacation will be by seniority.
 - For the period June 15th to September 15th the minimum request is a block of seven (7) calendar days beginning on a Saturday
 - Requests for individual days during the period June 15th to September 15th will be considered after requests for blocks of seven (7) days have been granted.
 - The remainder of the vacation year may be taken in weeks or individual days.
 - Granting of individual days will not be unreasonably denied
- If there is a conflict in granting vacation requests:**
- seniority will govern for requests totalling no more than four (4) weeks each year per employee.

Approvals will be granted based on the needs of each scheduling unit/work group or team. The Employer will meet with the union in January of each year to discuss the teams to be utilized for purposes of vacation scheduling and a list will be provided to the union by the end of February each year.

An employee who works the Christmas, (December 24th, 25th or 26th) or New Years (December 31st or January 1st) holiday will not be scheduled to work such holiday the next year, unless mutually agreed otherwise.

Vacation approvals will provide for a minimum of twenty (20%) percent of regular employees to be scheduled off from each vacation scheduling unit at any one time. The Employer may approve additional vacation where operational needs permit.

20.03 Employees who have taken vacation and terminate their employment with the Employer or commence an approved Leave of Absence, in accordance with Article 18.01, before such vacation has been earned will be deducted in their final pay for these vacation days which have been received but not earned.

Likewise, if an employee terminated or commences an approved Leave of Absence, in accordance with Article 12 before receiving all vacation days which she has earned, an addition will be made to her final pay for the vacation days which have been earned but not received.

20.04 For the purpose of vacation entitlement, service for those employees whose status is changed, from part-time to full-time or vice versa, shall mean the combined service as part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, one thousand five hundred (1500) hours of part-time service shall equal one (1) year of full-time service and vice versa.

- 20.05 Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness, the period of such illness for full time employees shall be considered sick leave.
- 20.06 Where an employee's scheduled vacation is interrupted due to a bereavement the employee shall be entitled to bereavement leave in accordance with article 15.03. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

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

- 21.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium cost to eligible full-time employees in the active employ of the South East Community Care Access Centre for the benefit plans set out below. The Employer recognizes its obligation to maintain its portion of the premium costs during the period an employee is on pregnancy or parental leave for the periods specified in the *Employment Standards Act*. Eligibility, benefits, and entitlement to benefits set out below are subject to the terms and conditions, including any enrolment requirements, of the specific insurer's benefit plans.

Semi Private Coverage

The Employer agrees to pay one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Semi-Private Plan.

The Employer agrees to contribute one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Benefits Plan which includes an annual deductible of twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family. In addition to standard benefits, coverage will include hearing aids (maximum \$400/4 benefit years) and vision care.

Vision

Effective date of ratification vision care maximum will be set at two hundred and twenty-five (\$225) per person every twenty-four (24) months and may be applied against laser surgery. Effective April 1, 2009 vision care maximum will increase to two hundred and fifty (\$250) and effective April 1, 2010 will increase to two hundred and seventy-five (\$275) per person every twenty-four (24) months. For purposes of eye examinations a further fifty dollars (\$50) per 24 months per person will be provided for persons over age 18, and fifty dollars (\$50) will be provided every 12 months for persons age 18 and under.

Dispensing Fee

Dispensing fee for prescriptions will be capped at eight dollars and twenty-five cents (\$8.25) per script.

Medical Emergency Travel Insurance

The Employer agrees to provide an out of Province/Canada medical emergency travel insurance which covers sixty (60) day minimum travel period.

Private Duty RN

The Employer agrees to provide for private duty RN coverage to a maximum ten thousand dollars (\$10,000.00)/benefit year.

Dental

The Employer agrees to contribute eighty (80%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a dental plan which includes an annual deductible of twenty-two dollars and fifty cents (\$22.50) single and thirty five dollars (\$35.00) family (based on the current ODA fee schedule). Recall is every nine months.

Schedule of Benefits**Extended Health Benefits**

Benefit Schedule Subject to plan provisions	Premiums 100% employer funded
Deductible	22.50 Single / 35.00 Family per calendar year
Co-insurance	80% except 100% Semi-Private room
Drug Definition * where generic is contraindicated the plan will cover physician no substitution direction	Prescribed & Generic if available* Fertility \$4,000 lifetime Smoking Cessation \$300 lifetime
Dispensing fee max	8.25
Overall drug max	Unlimited
Paramedicals:	
Chiropractor	\$500/person/benefit year
x-rays	\$50/person/benefit year
Osteopath	\$500/person/benefit year
Podiatrist/Chiropodist	\$500/person/benefit year
Naturopath	\$500/person/benefit year
Massage Therapy	\$500/person/benefit year
Psychologist	\$500/person/benefit year
Physiotherapist	Unlimited
Social Worker	\$500/person/benefit year
Speech Therapist	\$500/person/benefit year
Private Duty Nursing	\$10,000/benefit year
Ambulance	Yes
Accidental Dental	Yes
Hospital	Semi-Private
Private Hospital	N/A
Hearing Aids	\$400/4 benefit years
Outside Country	Deluxe – 60 days
Vision Care	30 days after date of Ratification; \$225/person/24 months; April 1, 2009 - \$250 and April 1, 2010 - \$275.00

Laser Eye Surgery Eye Exams	Combined with above max \$50/12 months age 18 and under and \$50/24months over 18
Dependent Coverage	21 or 25 if FT student
Survivor Benefit	N/A

Schedule of Benefits

Dental Benefits

	Premiums 80% employer funded
Deductible	\$22.50 single & \$35 family
Co-insurance: Basic & Preventative Orthodontia	100% 50%
Benefit Maximums: Basic & Preventative Orthodontia	Unlimited \$1000/person lifetime/no age restriction
Recall Frequency	9 months
ODA	Current
Dependent Coverage	21 or 25 if FT student
Survivor Benefit	N/A

Group Life Insurance and AD&D

The employer agrees to contribute one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the employer to provide a life insurance plan which includes life insurance in the amount of two times the annual salary to a maximum of two hundred and forty thousand dollars (\$240,000) and accidental death and dismemberment in the same amount. Such plan shall be subject to the provisions of the plan of the insurer.

Voluntary Life Insurance

The employer agrees to provide opportunity for employees to access voluntary life insurance at no cost to the employer and subject to the conditions of the plan offered by the insurer. Such package will include the option to purchase additional employee life insurance to a maximum amount of two hundred and fifty thousand dollars (\$250,000). If an employee purchases voluntary life insurance she may also purchase optional spousal life insurance, subject to the terms and conditions of the carrier's plan.

Schedule of Benefits

Life Insurance

(100% Employer funded)	
Benefit Amount	2x annual earnings
Maximum	\$240,000
NEM (Non Evidence Max)	\$240,000
Termination	The end of the first complete month, following age 65 or prior retirement

Accidental Death & Dismemberment

(100% Employer funded)	
Benefit Amount	2x annual earnings
Maximum	\$240,000
Termination	The end of the first complete month, following age 65 or retirement

Employee Optional Life Insurance

(100% Employee funded)	
Benefit Amount	Units of \$10,000
Maximum	\$250,000
Termination	The end of the first complete month, following age 65 or retirement

Spousal Optional Life Insurance

(100% Employee funded)	
Benefit Amount	Increments of \$10,000
Maximum	\$250,000
Termination	To end of first complete month following age 65 of insured or employee Whichever occurs first

- 21.02 For newly hired employees, coverage as set out in Article 21.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or eligibility requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the eligible Employee was first employed.
- 21.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 21.04 All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 21.05 (a) The Employer shall provide employees with information booklets outlining the provisions of all benefit plans defined in Article 21.01 as well as the Sick Leave/LTD Plan provided in this Collective Agreement. Upon request, the Employer will make the Plan available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 21 as well as the LTD Plan provided in this Collective Agreement. The Employer shall also provide

the Union with a copy of all current information booklets provided to the employees.

21.06 **Employment Insurance Rebate**

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of benefits provided in this agreement.

21.07 It is understood and agreed that the Employer is not deemed to be an insurer and that its sole obligation under the provisions of this Article or this agreement is to pay its share of the premium costs of purchasing the insurance or benefit programmes outlined above and that no claim may be made against the Employer by virtue of the failure of an insurer to pay a benefit provided for under this agreement. However, the Employer shall give every possible assistance to any member having difficulty in processing any claim.

21.08 **Percentage in Lieu of Benefits**

(a) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%

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

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

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

21.09 (a) The Employer will make available to all employees who retire and have not yet reached age 65 and who are in receipt of the Employer's pension plan a separate retirees benefits package consisting of semi-private, extended health care (excluding medical emergency travel insurance)

and dental benefits, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

- (b) Such retirees may only opt into the above package on a one-time only basis and provided the retiree applies within sixty (60) days of her retirement date.

ARTICLE 22 - MISCELLANEOUS

22.01 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 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 can use banked lieu time or vacation credits in order to keep her pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she will be reassigned work 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.
- (h) This clause shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

22.02 Medical Certificates

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

22.03 **Copies of the Collective Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement in a Union Shop as soon as practicable after signing. The cost of such printing shall be shared equally between the Union and the Employer.

22.04 **Bulletin Boards and Union Communications**

- (a) The Employer will arrange to provide a bulletin board in each office, where space is available. Such bulletin board will be used by the Union for purposes of posting notices of Union meetings and other Union activities.
- (b) The Employer agrees that the Union may communicate with members utilizing voice mail, faxes and e-mail subject to the policies of the Employer.
- (c) The Employer will make available a lockable filing cabinet for the use of the Bargaining Unit President.

22.05 **Orientation Program**

The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate, taking into consideration the needs of the South East Community Care Access Centre and the employees involved.

The Employer undertakes to provide such appropriate orientation as the Employer sees fit for newly hired employees or employees returning from a lengthy leave of absence.

Employees recalled from layoff of more than six (6) months and employees whose probationary period has been extended under Article 12.03 may be provided an orientation determined necessary by the Employer. A request by such employee for orientation shall not be unreasonably denied.

22.06 **Technological Change**

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employee within the Bargaining Unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned. Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provision of Article 14 will apply.

22.07 **Change of Address**

It shall be the duty of each employee to notify the Employer promptly of any change in permanent or temporary address, and telephone number. If an

employee fails to do this, the Employer will not be responsible for failure of a notice sent by the Employer by registered mail to reach such employee.

22.08 **Feminine/Masculine**

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires.

22.09 **Meetings**

The Employer will endeavour to schedule staff meetings during normal working hours. Employees shall receive payment for all time spent at these meetings at their regular straight time hourly rate.

22.10 **Proof of Employment**

If the employee so requests, the employer will provide a letter with her start date, number of hours/years worked, and end date when an employee severs their employment.

22.11 **Liability Insurance**

All employees shall be covered by a liability and malpractice insurance policy against civil suits arising from the performance of their duties and the policy premium shall be paid by the Employer.

22.12 **Protective Equipment**

All bargaining unit members will cooperate with the Employer to ensure personal protective equipment as identified is used to protect employees in the event of an incident of serious threat to healthcare workers.

Employees who are unable to wear the recommended equipment will be reassigned to a safe area if there is work available.

ARTICLE 23 - COMPENSATION

- 23.01 (a) Employees shall be compensated for their services in accordance with Appendix "A" which is attached and forms part of the Collective Agreement.
- (b) Each full-time employee will be advanced from her present level to the next level set out in Appendix "A" on her anniversary date. Each part-time employee will be advanced from her present level to the next level set out in Appendix "A" after fifteen hundred (1500) worked hours after she was last advanced on Appendix "A".
- (c) A Full time employee who has not reached her maximum rate on the salary scale and is eligible for an increment shall receive the increment on the anniversary of her service date. A Full time employee who transfers from one classification to another classification shall receive her increment on the anniversary of her transfer to the new position. Part time and casual employees who have not reached their maximum rate on

the salary scale and who are eligible for an increment shall receive them after fifteen hundred (1500) hours subsequent to their last date of advancement on the wage scale. Part time and casual employees who transfer from one classification to another classification shall receive their increment after fifteen hundred (1500) hours subsequent to their last date of advancement on the wage scale.

- (d) Employees shall be paid every two (2) weeks in accordance with the current practice.
- (e) An employee promoted to a higher paying classification as a result of a job posting shall be placed on the salary scale at the grid level that provides an increase.
- (f) An employee who is downgraded to a lower classification as a result of a job posting will be placed at the same increment level in the lower job classification.

23.02 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 meeting with the Union, a grievance may be filed under the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, 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.

23.03 Claims for recent related experience by newly hired employees, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the South East Community Care Access Centre by providing verification of previous experience so that her recent related experience may be determined and evaluated during her probationary period. Any payment related to grid advancement will be retroactive to date of hire. Having established the recent related experience, the South East Community Care Access Centre will credit a new employee with one (1) annual service increment for each year of experience effective January 1, 2009 to Level 4, and effective January 1, 2010 to Level 5.

If a period of more than two (2) years has elapsed since the employee has occupied a FT or PT position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. For FT employees, the Employer shall give effect to PT experience, and for PT employees the Employer shall give effect to FT experience.

Note: For greater clarity, related experience includes related experience out of province and out of country.

23.04 Existing educational allowances will be discontinued.

23.05 **Retroactivity**

All changes other than salary and benefits are effective the date of ratification by both parties unless otherwise expressly provided.

Retroactivity will be paid within sixty (60) days following ratification, on the basis of hours paid. Retroactive pay will be paid on a separate cheque (or direct deposit) where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. Retroactivity will be processed in accordance with Revenue Canada guidelines.

The Employer will endeavour to ensure that income tax is not over deducted.

The Employer will contact former employees who have left the Employer since April 1, 2008, at their last known address on record with the Employer, with a copy to the union, within forty-five (45) days of the date of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of thirty (30) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned.

ARTICLE 24 - JOB SHARING

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 her position.

Applications shall be in writing to the Supervisor/Manager and will be approved/denied by the relevant Senior Director.

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(s) providing the senior employees can meet the Employer's staffing and scheduling requirements.

Any incumbent full-time employee wishing to share her position may, upon approval by the Employer do so without having her half of the position posted. The other portion of the job sharing position will be posted.

Upon the termination of the job sharing arrangement for a full-time position, the position will revert back to a full-time position.

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 managed in accordance with the collective agreement provisions.

If one of the job sharers leaves her position or is granted a leave of absence in excess of thirty (30) days, 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 staffed in accordance with the Collective Agreement provisions.

Where the vacant portion of a job share position cannot be filled, 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, the full-time position will be posted.

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.

Either party may discontinue the job sharing process with sixty (60) days notice. It is 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.

Each job sharer shall be treated as a regular part-time employee for all purposes under the collective agreement except as otherwise expressly provided:

Each job sharer shall;

- (i) Work one half 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 of the relevant Senior Director.
- (ii) Ensure her job share partner is fully informed about their shared work, and those CCAC communications that are not generally distributed but rather are only issued to attendees at individual meetings.
- (iii) Be expected to cover her partner for illness and vacation. If because of unavoidable circumstances, one cannot cover the absence of the other, the Manager must be notified.

ARTICLE 25 - DURATION

25.01 This Agreement shall be in effect from *April 1, 2007 to March 31, 2011* and shall continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

25.02 Negotiations will begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph, unless otherwise mutually agreed.

Signing Page

DATED AT _____, Ontario, this _____ day of _____, 2009.

FOR THE EMPLOYER

FOR THE UNION

Jacqueline Robinson
Catherine Shadlock
W. Brock Ouellet
D. Mather

[Signature] UED
[Signature] BUP
Blenger
Suzanne Kenney

APPENDIX "A"

SALARY SCHEDULE

**Case Manager
Case Manager Educator
Palliative Care Educator II
Pain and Symptom Management Consultant**

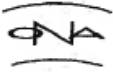
	<u>Apr1 2008</u>	<u>Apr1 2009</u>	<u>Apr1 2010</u>	<u>Oct 1 2010</u>
1 / Start	31.73	33.32	33.82	34.33
2	33.20	34.86	35.38	35.91
3	34.67	36.41	36.95	37.51
4	36.15	37.96	38.52	39.10
5	37.62	39.50	40.10	40.70

**PSW Education Coordinator
Palliative Care Educator I**

	<u>Apr1 2008</u>	<u>Apr1 2009</u>	<u>Apr1 2010</u>	<u>Oct 1 2010</u>
1 / Start	26.97	28.32	28.75	29.18
2	28.22	29.63	30.07	30.53
3	29.47	30.95	31.41	31.88
4	30.73	32.26	32.75	33.24
5	31.98	33.58	34.08	34.59

Note: That any one adversely impacted will be red circled until they reach the next increase.

APPENDIX "B"
GRIEVANCE FORM



ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF



ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ETAP E	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURANCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT			
SETTLEMENT REQUESTED/REGLEMENT DEMANDE			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIO	
STEP ONE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
PREM- IERE ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP TWO	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
DEUX- IEME ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP THREE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
TROIS- IEME ETAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
<small>ON-09 REV.01/2000</small>			
<small>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</small>			

APPENDIX "C"

LIST OF GRIEVANCE CHAIRPERSONS

G. Brent

F. Briggs

L. Mikus

B. Fisher

B. Kaplan

B. Keller

C. Foisy

M. Picher

APPENDIX "D"

PROFESSIONAL RESPONSIBILITY FORM


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

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

(Please Print / Veuillez écrire en lettre moulées)

SECTION 1: GENERAL INFORMATION / RENSEIGNEMENTS GÉNÉRAUX

Name(s) Of Employee(s) Reporting:

Nom(s) de l'employé(e)/des employé(e)s faisant le rapport :

Employer:

Employeur :

/Branch

/Service

Team/Area/Program:

Équipe/Zone/Programme :

Date Of Occurrence:

Date de l'évènement :

Start Time:

Heure du début :

Duration Time:

Durée :

Hrs Wkd

Hrs fin de sem.

On Call/Ext. Hrs

Hrs sur appel/suppl.

Supervisor(at time of occ.)

Superviseur (sur place.)

Date/Time Submitted:

Date/heure de la soumission :

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

Provide a concise summary of how the occurrence affected your practice/workload:

Fournir un résumé détaillé de la manière dont l'évènement a affecté vos activités/votre charge de travail :

Check one: / Coché UNE seule réponse : Is this an isolated incident? / S'agit-il d'un cas isolé ? An ongoing problem? / D'un problème récurrent ?**SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE / SOINS DES CLIENTS ET AUTRES FACTEURS AYANT CONTRIBUÉ À L'ÉVÈNEMENT**

Please check off the factor(s) you believe contributed to the workload issue:

Veuillez cocher le(s) facteur(s) qui selon vous a/ont contribué aux problèmes relatifs aux charges de travail :

- Change in client acuity (psy/phy/soc) Provide details: Safety in jeopardy (specify) / Sécurité en jeu (spécifier) _____
 Changement dans l'acuité du client (psy./phy./soc.) Fournir des renseignements : Lack of / malfunctioning equip.(specify) _____
 Manque/défaillance d'équipement (spécifier) _____
- Visitors/Family members / Visiteurs/membres de familles Weather / Conditions météorologiques _____
 Bed Shortage (hosp./LTC) / Manque de lits (hosp./SLD) Travel/Distance / Déplacement/distance _____
 Client census at time of occurrence / Nbre de clients au moment de l'évènement Unanticipated Assignment /uncontrolled variables (specify) _____
 Affectation non anticipée / changements incontrôlés (spécifier) _____
- Non-Nursing Duties: (specify) Incomplete Referral Information / Renseignements sur le patient incomplets _____
 Tâches non spécifiques aux infirmières : (spécifier) _____
 # of Admissions / Nbre d'admissions Other (specify) / Autre (spécifier) _____
 # of Discharges / Nbre de sorties _____

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

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Afin de résoudre les problèmes relatifs aux charges de travail, veuillez fournir des détails sur les conditions de travail au moment de l'évènement en fournissant les renseignements suivants :

- # Regular Staff: / # Personnel régulier : RN / Inf. aut. RPN / inf. aux. aut. Clerical Support / Personnel de bureau IT Support / Soutien informatique
 # Actual Staff: / # Personnel actuel : RN / Inf. aut. RPN / inf. aux. aut. Clerical Support / Personnel de bureau IT Support / Soutien informatique
 Junior Staff / Personnel subalterne : Yes / Ou No / Non How many? / Combien ? _____
 RN Staff Overtime: / Inf. aut. en temps sup. : Yes / Ou No / Non If yes, how many staff? _____

 Breaks: / Pauses : Merged / ratée _____ Total Hours / Nbre d'heures _____
 Meal Period: / Pause-repas : Merged / ratée _____ Late / en retard _____ Taken / prise _____
 Rest Period: / Temps de repos : Merged / ratée _____ Late / en retard _____ Taken / prise _____

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

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

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

SECTION 5: REMEDY / SOLUTION

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

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

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

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

Provide Details: / Fournir des renseignements : _____
 Was it resolved? / Le problème a-t-il été résolu? Yes / Oui No / Non

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

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

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

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

Provide Details: / Fournir des renseignements : _____

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

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

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

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

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

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

Other: / Autre : _____

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

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

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

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

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

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

SECTION 8: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

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

Management Signature / Signature de la direction _____ Date: / Date : _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)

APPENDIX "E"

ASSESSMENT COMMITTEE

To Follow

